

**STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION**

<b>In the Matter of the Petition of Intrado Inc.</b>	)	
<b>for Arbitration Pursuant to Section 252(b)</b>	)	
<b>of the Communications Act of 1934, as amended,</b>	)	<b>Docket No. 08-0545</b>
<b>to Establish an Interconnection Agreement with</b>	)	
<b>Illinois Bell Telephone Company</b>	)	
<b>d/b/a AT&amp;T Illinois</b>	)	

**REBUTTAL TESTIMONY**

**OF**

**PATRICIA H. PELLERIN**

**On Behalf of  
AT&T ILLINOIS**

**AT&T ILLINOIS EXHIBIT 1.0**

Issues  
1, 2, 3, 4, 6, 9(a), 22, 23, 24, 25, 26, 27, 28, 29,  
30, 31, 32, 33, 34, 35 and 36

## TABLE OF CONTENTS

	<b>PAGE</b>
SPECIFIC ARBITRATION ISSUES .....	13
ISSUE 1: DOES INTRADO HAVE THE RIGHT TO INTERCONNECTION WITH AT&T UNDER SECTION 251(C) OF THE ACT FOR INTRADO’S PROVISION OF COMPETITIVE 911/E911 SERVICES TO PSAPS? .....	13
ISSUE 2: SHOULD INTRADO’S PROPOSED RATES FOR INTERCONNECTION BE INCLUDED IN THE ICA? (Pricing Section 1.1; Intrado’s Pricing Exhibit) .....	25
ISSUE 3: SHOULD THE ICA INCLUDE REFERENCES TO AT&T’S TARIFFED RATES FOR CERTAIN PRODUCTS? (911 Sections 3.3.2, 10.1) .....	28
ISSUE 4: SHOULD THE ICA ARTICULATE THAT A PSAP’S SELECTION OF ITS E911 PROVIDER IS SUBJECT TO BEING REVOKED, CONDITIONED, OR MODIFIED? (911 Section 1.3) .....	30
ISSUE 6: IS ADDITIONAL LANGUAGE REQUIRED IN APPENDIX OET TO EXPLICITLY STATE THAT THE APPENDIX DOES NOT APPLY TO 911 TRAFFIC? (OET Section 1.1).....	31
ISSUE 9(a): FOR NON-911 TRAFFIC, SHOULD A POI BE DEFINED TO BE USED TO DELIVER “SECTION 251(B)(5)/INTRALATA TOLL TRAFFIC” OR “TRAFFIC.” (portions of GTC Section 1.1.117 and NIM 2.2).....	32
ISSUE 22: SHOULD THE TERM “SECTION 251(b)(5) TRAFFIC” BE DEFINED WITH SPECIFICITY REGARDING THE PHYSICAL LOCATIONS OF THE ORIGINATING AND TERMINATING END USERS, OR SHOULD IT BE DEFINED GENERALLY AS DEFINED BY APPLICABLE LAW? (GTC Section 1.1.123, IC Section 4.1) .....	33
ISSUE 23: SHOULD THE TERM “ISP-BOUND TRAFFIC” BE DEFINED WITH SPECIFICITY REGARDING THE PHYSICAL LOCATIONS OF THE ORIGINATING AND TERMINATING END USERS, OR SHOULD IT BE DEFINED GENERALLY AS DEFINED BY THE FCC’S ISP COMPENSATION ORDER? (GTC Sections 1.1.84, 1.1.84.1, 1.1.84.2, IC Section 5.1) .....	35
ISSUE 24: SHOULD THE TERM “SWITCHED ACCESS TRAFFIC” BE DEFINED WITH SPECIFICITY REGARDING THE PHYSICAL LOCATIONS OF THE ORIGINATING AND TERMINATING END USERS, INCLUDING TRAFFIC USING INTERNET PROTOCOL (“IP”), OR SHOULD IT BE DEFINED GENERALLY TO BE CONSISTENT WITH APPLICABLE LAW? (IC Section 16.1, ITR Section 12.1).....	37

**TABLE OF CONTENTS**  
(continued)

		<b>PAGE</b>
ISSUE 25:	FOR NON-911 SERVICES, SHOULD THE ICA REFLECT THAT INTRADO’S SERVICES ARE WIRELINE (DIALTONE) SERVICES? (IC Sections 1.2, 3.5, 16.1, ITR Sections 2.14, 12.1).....	40
ISSUE 26:	SHOULD EACH PARTY BE REQUIRED TO JOIN THE OTHER IN FILING A COMPLAINT OR TAKING OTHER ACTION WHEN NEEDED TO ELIMINATE MISROUTED ACCESS TRAFFIC FROM A THIRD PARTY PROVIDER? (IC Section 16.2; ITR Section 12.2).....	42
ISSUE 27:	WITH RESPECT TO THE FCC’S ISP REMAND ORDER, TO WHAT TRAFFIC SHOULD THE ICA PERMIT THE RETROACTIVE APPLICATION OF CHARGES? (IC Section 4.2.1) .....	44
ISSUE 28:	SHOULD AT&T’S GENERIC RATES, TERMS AND CONDITIONS APPLY TO INTRADO WHEN A SECTION 252 ARBITRATION FOR A SUCCESSOR AGREEMENT IS WITHDRAWN OR WHEN STATUTORY TIME FRAMES ARE NOT MET? (GTC Section 7.7) .....	45
ISSUE 29:	ARE THERE SITUATIONS IN WHICH AT&T SHOULD BE LIABLE FOR INTRADO’S END USERS’ FRAUD? (GTC Section 8.1) .....	46
ISSUE 30:	SHOULD AT&T’S LIMITATION OF LIABILITY FOR LOSSES ARISING FROM ITS PROVISION OF 911 SERVICES	
	a) INCLUDE LOSSES “UNLESS ATTRIBUTABLE TO AT&T”?	
	b) EXTEND TO INTRADO’S CUSTOMERS THAT ARE NOT END USERS? (GTC Section 15.7).....	47
ISSUE 31:	WHAT IS THE APPROPRIATE ROUNDING INCREMENT FOR RECIPROCAL COMPENSATION USAGE – TO THE NEXT MINUTE OR THE NEXT SIX-SECOND INTERVAL? (Pricing Section 2.2, IC Section 14.4) .....	49
ISSUE 32:	WHAT IS THE APPROPRIATE ROUNDING INCREMENT FOR AIRLINE MILEAGE – TO THE NEXT MILE OR THE NEXT ONE-FIFTH OF A MILE? (Pricing Section 2.3) .....	52
ISSUE 33:	IN THE EVENT INTRADO ORDERS (AND AT&T INADVERTENTLY PROVIDES) A SERVICE THAT IS NOT IN THE ICA	
	a) IS AT&T REQUIRED TO PROPOSE RATES PURSUANT TO SECTIONS 251/252, OR MAY AT&T CHARGE INTRADO ITS EXISTING GENERIC ICA CHARGES?	

## TABLE OF CONTENTS

(continued)

	PAGE
b) SHOULD AT&T BE PERMITTED TO REJECT FUTURE ORDERS UNTIL THE ICA IS AMENDED TO INCLUDE THE SERVICE? (Pricing Sections 1.9.1, 1.9.2).....	55
ISSUE 34: WHEN INTRADO REQUESTS A NON-STANDARD COLLOCATION ARRANGEMENT FOR WHICH RATES, TERMS AND CONDITIONS ARE NOT ESTABLISHED IN APPENDIX PC, SHOULD NON-STANDARD CHARGES APPLY, OR SHOULD AT&T BE REQUIRED TO APPLY THE SAME CHARGES AS FOR “SIMILAR” ARRANGEMENTS PROVIDED TO OTHER CARRIERS? (PC Section 2.22).....	58
AT&T ISSUE 36: IS 911/E911 TRAFFIC ROUTED BETWEEN AT&T’S END USERS AND INTRADO’S “END USERS” OR INTRADO’S “911 CUSTOMERS”? (911 NIM Section 1.1).....	59
AT&T ISSUE 36: IS 911/E911 TRAFFIC ROUTED BETWEEN AT&T’S END USERS AND INTRADO’S “END USERS” OR INTRADO’S “911 CUSTOMERS”? (911 NIM Section 1.1).....	60

1 **Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH AT&T (“AT&T”),**  
2 **AND YOUR BUSINESS ADDRESS.**

3 A. My name is Patricia H. Pellerin. I am an employee of The Southern New England  
4 Telephone Company (“AT&T Connecticut”), which provides services on behalf of  
5 AT&T Operations, Inc. – an authorized agent for the AT&T incumbent local exchange  
6 company subsidiaries (including AT&T Illinois), as an Associate Director – Wholesale  
7 Regulatory Support. My business address is 1441 North Colony Road, Meriden,  
8 Connecticut 06450.

9  
10 **Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.**

11 A. I attended Middlebury College in Middlebury, Vermont and received a Bachelor of  
12 Science Degree in Business Administration, magna cum laude, from the University of  
13 New Haven in West Haven, Connecticut. I have held several assignments in Network  
14 Engineering, Network Planning, and Network Marketing and Sales since joining AT&T  
15 Connecticut in 1973. From 1994 to 1999 I was a leading member of the wholesale  
16 marketing team responsible for AT&T Connecticut’s efforts supporting the opening of  
17 the local market to competition in Connecticut. I assumed my current position in April  
18 2000.

19  
20 As Associate Director – Wholesale Regulatory Support, I am responsible for providing  
21 regulatory and witness support relative to various wholesale products and pricing,  
22 supporting negotiations of local interconnection agreements (“ICAs”) with competitive  
23 local exchange carriers (“CLECs”), participating in regulatory and judicial proceedings,

and guiding compliance with the Federal Telecommunications Act of 1996 (“Act”) and its implementing rules.

**Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE STATE REGULATORY COMMISSIONS?**

A. Yes. I have previously testified before the Alabama Public Service Commission, the California Public Utilities Commission, the Connecticut Department of Public Utility Control, the Florida Public Service Commission, the Kansas Corporation Commission, the Kentucky Public Service Commission, the Michigan Public Service Commission, the North Carolina Utilities Commission, the Illinois Public Utilities Commission, the Public Utilities Commission of Ohio, the Oklahoma Corporation Commission, the Public Utility Commission of Texas, and the Public Service Commission of Wisconsin.

**Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

A. My testimony explains and supports AT&T Illinois’ position regarding certain issues raised in the arbitration petition (“Petition”) filed by Intrado Inc. (“Intrado”) with the Illinois Commerce Commission (“Commission”) on September 22, 2008, as well as issues set forth in the parties’ Joint Issues Matrix filed on October 9, 2008 and the two additional issues raised by AT&T Illinois in its Response to Intrado’s Petition for Arbitration. In addition, I respond to the Direct Testimony of Intrado’s witnesses, Thomas Hicks (“Hicks Direct”) and Carey Spence-Lenss (“Spence-Lenss Direct”). Specifically, I address Issues 1, 2, 3, 4, 6, 9(a), 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, and AT&T Issues 35 and 36.

47

48 **Q. BEFORE DISCUSSING AT&T ILLINOIS' POSITION REGARDING SPECIFIC**  
49 **ISSUES, BRIEFLY DESCRIBE WHAT THIS CASE IS ABOUT.**

50 A. Intrado seeks to interconnect with AT&T Illinois as a competitive provider of 911/E911  
51 services. This case is not about whether there can be competitive providers of 911  
52 services. AT&T Illinois has no dispute with Intrado's ability to provide services to  
53 public safety answering points ("PSAPs") on a competitive basis. AT&T Illinois also has  
54 no objection to allowing Intrado to connect to its network pursuant to a non-Section  
55 251(c) commercial agreement. In fact, AT&T Illinois has already entered into such  
56 commercial agreements with Intrado for handling of voice over internet protocol  
57 ("VoIP") 911 calls. However, AT&T Illinois does have serious concerns about the cost-  
58 shifting obligations that Intrado proposes to place upon AT&T Illinois' network and its  
59 911 systems – obligations that go well beyond anything required by Section 251(c).

60

61 **Q. BRIEFLY DESCRIBE AT&T'S EXPERIENCE NEGOTIATING WITH**  
62 **INTRADO FOR AN ILLINOIS AGREEMENT.**

63 A. As an initial matter, Intrado's affiliate, Intrado Communications Inc. ("Intrado Comm")  
64 first sought to negotiate a local interconnection agreement with AT&T in each of the 22  
65 states in which AT&T is the ILEC. AT&T provided Intrado Comm with its 13-state  
66 generic template ICA as a starting point for negotiations in AT&T's 13-state region,  
67 including Illinois. When AT&T became aware of Intrado Comm's "Emergency  
68 Services" tariff, which does not include local exchange service, AT&T questioned  
69 whether Intrado Comm had changed its business plans (from 911/E911 services to local

70 exchange service) and was seeking interconnection under Section 251/252 for exchange  
71 services or exchange access services (since 911/E911 services are not exchange  
72 services).<sup>1</sup> Intrado responded in an e-mail that it believed its 911/E911 services qualified  
73 for Section 251 interconnection.<sup>2</sup> AT&T made clear to Intrado throughout negotiations  
74 that it did not believe that Intrado Comm is entitled to a Section 251/252 interconnection  
75 agreement for the 911/E911 services Intrado Comm intends to offer, and the parties  
76 negotiated contract provisions with an agreement to disagree on this matter. Intrado  
77 Comm did not file for arbitration in Illinois by the end of the 160-day period set forth by  
78 the Act.

79  
80 Intrado submitted another request for negotiations of an interconnection agreement in  
81 Illinois, which was received by AT&T Illinois on April 15, 2008. As a result of these  
82 negotiations, which the parties agreed to base on prior negotiations for an agreement in  
83 Ohio, and while continuing to agree to disagree over whether Intrado was entitled to a  
84 Section 251/252 interconnection agreement at all, the parties reached impasse on the  
85 issues that appear in the Joint Issues Matrix. In addition, based on the disputed language  
86 reflected in Intrado's Petition, AT&T Illinois added two additional issues (35 and 36),  
87 which Ms. Spence-Lenss and I address in testimony. The parties continued negotiations  
88 even after Intrado filed its Petition.

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<sup>1</sup> See AT&T's September 19, 2007 letter to Intrado, provided as Schedule PHP-1.

<sup>2</sup> See e-mail from Thomas Hicks to Karon Ferguson, provided as Schedule PHP-2.



**Q. MS. SPENCE-LENSS STATES THAT INTRADO PREVIOUSLY ENTERED  
INTO AN ICA WITH AT&T ILLINOIS. (SPENCE-LENSS DIRECT AT 4).  
WHAT IS THE STATUS OF THAT ICA?**

A. I assume Ms. Spence-Lenss is referring to an ICA arbitrated by its predecessor, SCC Communications, Inc. (“SCC”). It is my understanding that while SCC’s ICA was approved by the Commission on May 24, 2001, SCC never submitted a CLEC profile and did not implement the agreement. The parties commenced negotiations for a successor ICA, but the negotiations did not result in an executed agreement. Thus, neither Intrado nor SCC has ever implemented an ICA with AT&T Illinois. Importantly, SCC’s executed (but not implemented) ICA did not accommodate the services Intrado seeks to offer today. I discuss the SCC arbitration and resulting ICA with more specificity in my testimony below for Issue 1.

**Q. HOW DOES YOUR TESTIMONY DEAL WITH THE PARTIES’  
DISAGREEMENT REGARDING THE EXTENT TO WHICH INTRADO IS  
ENTITLED TO SECTION 251(c) INTERCONNECTION?**

A. This testimony is premised on the assumption (an incorrect assumption, I believe) that Intrado is entitled to a Section 251/252 ICA for the limited provision of 911/E911 services, and both Mr. Neinast and I discuss each issue with that basic assumption as the foundation. To the extent the Commission agrees with me that Intrado is not entitled to an ICA for the services it intends to offer, all remaining issues in this arbitration are moot.

**Q. IS AN ICA NECESSARY FOR INTRADO TO OFFER COMPETING 911/E911 SERVICES?**

A. No. There are three integrated components necessary to provide for the “routing and transmission of an E911 call.” Intrado already has the first two components: a selective router and an Automatic Location Identification (“ALI”) (or E911) database. The third component is the transport facilities from the Public Safety Answering Point (“PSAP”) to the selective router, as well as the transport facilities from the PSAP to the ALI database. Such transport facilities are common and easily provisioned by Intrado or a number of third parties, to the extent that Intrado doesn’t already provide them today. Thus, none of the components necessary for Intrado to offer a competing service are dependent upon AT&T Illinois, and Intrado has not specifically requested that AT&T Illinois provide these services to Intrado as part of the ICA. Moreover, as I explain below, AT&T Illinois is willing to enter into non-Section 251/252 agreements with Intrado to facilitate its 911/E911 service offerings, and, in fact, has already done so with respect to VoIP traffic.

**Q. DO YOU HAVE ANY GENERAL COMMENTS ABOUT INTRADO’S BUSINESS PLAN, AS REPRESENTED BY ITS PETITION AND PROPOSED CONTRACT LANGUAGE AND THE TESTIMONY OF ITS WITNESSES?**

A. Yes. Intrado intends to offer 911/E911 services to PSAPs by aggregating 911 calls from other carriers’ end users.<sup>3</sup> Intrado also seeks to obtain services from AT&T Illinois pursuant to a Section 251/252 interconnection agreement.<sup>4</sup> Intrado already has

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<sup>3</sup> Petition at 5-6; Spence-Lenss Direct at 9.

<sup>4</sup> Petition at 6-7; Spence-Lenss Direct at 9.

commercial agreements with AT&T Illinois that provide for Intrado's aggregation of other providers' 911 traffic and delivery to AT&T Illinois-served PSAPs.<sup>5</sup> Since an ICA would include provisions for Intrado to deliver 911/E911 traffic to AT&T Illinois, Intrado seeks to arbitrage its commercial agreements by arbitrating the same arrangement at a better price. And while claiming the parties' obligations should be reciprocal, Intrado's proposed language frequently imposes an unequal burden on AT&T Illinois and seeks to shift costs to AT&T Illinois.<sup>6</sup>

**Q. WHAT ARE SOME EXAMPLES OF INTRADO'S ATTEMPT TO SHIFT ITS COSTS TO AT&T ILLINOIS VIA THE ICA?**

A. As discussed by Mr. Neinast, Intrado has proposed contract language that is not reciprocal, but instead places the primary financial burden upon AT&T Illinois, even in instances where AT&T Illinois would collect no revenue from the end users. For example, Intrado proposes to force AT&T Illinois to interconnect on Intrado's network (even though Intrado will already have to interconnect on AT&T Illinois' network) and to do so regardless of where Intrado's network may be. Intrado also seeks to have unilateral control over where AT&T Illinois would interconnect with Intrado when Intrado is the 911 service provider. Intrado's proposed language could require AT&T Illinois to

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<sup>5</sup> Intrado Response to AT&T Illinois Data Request 5. (All data responses referenced in this testimony are set forth in Schedule PHP-9) While I do not agree with Mr. Hicks' specific characterizations regarding the services provided pursuant to these agreements, his response demonstrates AT&T Illinois' willingness to enter into commercial agreements with Intrado.

<sup>6</sup> Intrado's cost-shifting strategy is reflected by various issues and contract language Intrado presented for arbitration. Specifics are addressed later in my testimony and by Mr. Neinast.

transport E911 calls outside of its service area or, indeed, outside of any LATA (Local Access and Transport Area) where AT&T Illinois provides local exchange service.

Intrado claims that it will only require AT&T Illinois to interconnect at Intrado's selected locations in Illinois,<sup>7</sup> but Intrado's proposed contract language puts no limits on where Intrado could require AT&T Illinois to interconnect, and it is the contract that will govern the parties' responsibilities. Intrado ignores that AT&T Illinois is the incumbent local exchange carrier ("ILEC") and that it is Intrado that seeks to interconnect with AT&T Illinois, not the other way around. AT&T Illinois has no obligation to interconnect on Intrado's network, much less to do so outside the area where AT&T Illinois' customers are served. (*See* Neinast Testimony for Issue 10(a).)

Another example of Intrado's shifting of costs to AT&T Illinois is reflected by its language that would require AT&T Illinois to bear all the costs to segregate the traffic when multiple PSAPs are served by the same AT&T Illinois switch. Mr. Neinast addresses the cost-shifting aspects of this proposal in his testimony on Issue 7.

**Q. IS AT&T ILLINOIS REFUSING TO CONNECT WITH INTRADO AT ALL?**

A. No. The question is not whether AT&T Illinois is willing to allow Intrado to interconnect to AT&T Illinois, because it is. Rather, the question is whether that connection should be governed by a Section 251/252 interconnection agreement or by a private commercial

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<sup>7</sup> Hicks Direct at 34.

173 agreement. AT&T Illinois proposes to treat Intrado the same way it treats other carriers  
174 that serve PSAPs, by entering a commercial agreement.

175  
176 **Q. WHAT INTERCONNECTION ARRANGEMENTS DOES INTRADO SEEK**  
177 **PURSUANT TO SECTION 251(c)?**

178 A. At a high level, there are three basic scenarios for which Intrado seeks “interconnection.”

179 1. Intrado delivers other providers’ E911 traffic to AT&T Illinois for  
180 completion to AT&T Illinois-served PSAPs.

181 2. AT&T Illinois delivers E911 traffic to Intrado for completion to Intrado-  
182 served PSAPs.

183 3. AT&T Illinois (and Intrado) offer the ability to transfer emergency calls  
184 between their respective PSAP customers, should it be requested by those  
185 PSAPs.

186  
187 **Q. PLEASE DESCRIBE SCENARIO 1.**

188 A. In Scenario 1, Intrado would deliver E911 traffic from the customers of other carriers to  
189 AT&T Illinois for completion to AT&T Illinois-served PSAPs. This is the situation  
190 where another carrier’s local exchange customer dials 911, the call is initially routed to  
191 Intrado, and the responding PSAP is served by AT&T Illinois. To handle such traffic,  
192 AT&T Illinois has offered Intrado the same arrangement as any CLEC seeking to have its  
193 own local exchange customers reach PSAPs served by AT&T Illinois. Thus, in the event  
194 the Commission determines that Intrado is entitled to a Section 251/252 ICA, AT&T

Illinois agrees to include terms and conditions for Scenario 1; therefore, the Commission need not separately consider whether or not AT&T Illinois is obligated to include such provisions.

**Q. PLEASE DESCRIBE SCENARIO 2.**

A. Under Scenario 2, AT&T Illinois would deliver 911 traffic from its end users to Intrado for delivery to an Intrado-served PSAP. While AT&T Illinois is willing to negotiate a commercial agreement to cover this situation (as it typically does with carriers serving other PSAPs), Section 251(c) does not apply in this situation. Accordingly, Scenario 2 should be covered by a separate commercial agreement, not a Section 251/252 ICA. In the event the Commission disagrees, however, AT&T Illinois offers Sections 5 and 6 in Appendix 911 to reflect reciprocity in the parties' E911 responsibilities.

**Q. WHY HAS AT&T ILLINOIS PROPOSED CONTRACT LANGUAGE WHEN IT DOES NOT BELIEVE IT IS OBLIGATED TO INCLUDE SUCH LANGUAGE IN THE ICA?**

A. AT&T Illinois provides contract language out of an abundance of caution in the event the Commission decides that such matters must be included in a Section 251/252 ICA. If that were to occur, AT&T Illinois must have its competing language before the Commission to demonstrate the problems with Intrado's one-sided language. As discussed by Mr. Neinast, Intrado's language inappropriately imposes unequal obligations and costs upon AT&T Illinois.

AT&T Illinois believes Scenario 2 is not properly included in a Section 251/252 ICA, but to the extent the Commission disagrees, AT&T Illinois' proposed language (which is appropriately reciprocal) should be adopted.

**Q. INTRADO STATES THAT WHAT IT SEEKS IS THE SAME TYPE OF INTERCONNECTION ARRANGEMENTS AT&T ILLINOIS HAS WITH ADJACENT ILECS FOR 911 TRAFFIC.<sup>8</sup> DOES AT&T ILLINOIS INTERCONNECT WITH OTHER ILECS FOR COMPLETION OF E911 CALLS?**

**A.** Yes, but Intrado is not an ILEC. ILEC-to-ILEC arrangements are different than CLEC-to-ILEC arrangements, because they are based on a peer-to-peer relationship serving *in adjacent territories*. CLEC-to-ILEC arrangements exist because CLECs intend to operate as competitors *in the ILEC's geographic area*.

AT&T Illinois interconnects with adjacent ILECs for handling of E911 calls. The ILECs' geographic footprints often do not align with municipal boundaries, making such interconnection essential for prompt emergency response. This ILEC-to-ILEC arrangement permits AT&T Illinois' end users to access other ILECs' E911 customers, as may be appropriate, and vice versa. Importantly, however, these arrangements are not pursuant to Section 251(c) interconnection requests. Intrado's attempt to force such arrangements into a Section 251/252 ICA is novel (and, to my knowledge,

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<sup>8</sup> Petition at 21; Hicks Direct at 30.

unprecedented), and appears to be primarily driven by Intrado's attempts to shift its costs onto AT&T Illinois. Moreover, in various instances Intrado demands interconnection or other arrangements that are different from and allegedly superior to the types of arrangements AT&T Illinois has with adjacent ILECs for 911 calls.

AT&T Illinois' support for its position regarding the specific language in dispute for Scenario 2 is addressed by Mr. Neinast in Issues 7 and 10(a).

**Q PLEASE DESCRIBE SCENARIO 3.**

A. Scenario 3 involves establishing the capability for PSAPs served by AT&T Illinois and by Intrado to have calls transferred between them (*i.e.*, the PSAPs) via selective router to selective router call transfers between AT&T Illinois and Intrado. AT&T Illinois does not believe that Section 251(c) requires it to offer this kind of selective router to selective router transfers pursuant to an ICA, but that is a legal issue for briefs. Before even contemplating this capability, it is essential to first determine which PSAPs would actually want such transfer capability (and be willing to pay for it), and then for the PSAPs requesting this service to actively participate in negotiating such arrangements. Therefore, Scenario 3 should be covered by a separate commercial agreement, not a Section 251/252 ICA, and should involve the affected PSAPs. AT&T Illinois commits to make selective router to selective router functionality available to PSAPs pursuant to a commercial agreement that includes all affected parties, but only upon PSAP request.



**Q. HAS AT&T ILLINOIS NONETHELESS PROPOSED CONTRACT LANGUAGE  
TO ACCOMMODATE THIS SCENARIO 3?**

A. Yes, but again only out of an abundance of caution. As discussed by Mr. Neinast, PSAPs typically only require transfer functionality when a call needs to be redirected to a different PSAP to reach the appropriate emergency responders. It is the PSAP customers, however, not the LECs, that request the ability to effectuate such transfers.

Accordingly, the LECs should enter into a commercial agreement that reflects the particular needs of the affected PSAPs, with the PSAPs' participation. Such an arrangement cannot be adequately addressed in an ICA between two parties. AT&T Illinois has proposed language that obligates the parties to coordinate and cooperate with requesting PSAPs for such an arrangement and include the PSAPs in the resulting commercial agreement. Simply discussing it with the PSAPs is not sufficient; the PSAPs should be parties to the agreement to provide certainty regarding their concurrence with the resulting network configuration. (*See* Appendix 911, Section 1.4.)

**Specific Arbitration Issues**

**ISSUE 1: DOES INTRADO HAVE THE RIGHT TO INTERCONNECTION  
WITH AT&T UNDER SECTION 251(C) OF THE ACT FOR  
INTRADO'S PROVISION OF COMPETITIVE 911/E911 SERVICES  
TO PSAPS?**

**Q. WHAT IS THE DISPUTE IN ISSUE 1?**

285 A. This issue concerns the overarching, threshold question of whether Intrado is entitled to  
286 interconnection under Section 251(c) at all. Section 251(c)(2) allows carriers to  
287 interconnect with ILECs for the provision of telephone exchange service and/or exchange  
288 access. Intrado's proposed service does not fall into either of those categories, meaning  
289 that Intrado is not entitled to Section 251(c) interconnection.

290

291 **Q. DOES INTRADO OFFER OR INTEND TO OFFER EXCHANGE ACCESS**  
292 **SERVICE?**

293 A. No. Intrado has admitted that it does not offer or intend to offer exchange access service  
294 in Illinois.<sup>9</sup> Further, although I am not an attorney, I understand that federal law defines  
295 exchange access service as "the offering of access to telephone exchange service or  
296 facilities for the purpose of the origination or termination of telephone toll services."<sup>10</sup>  
297 911 services, which are the only kind of services that Intrado could be offering "access  
298 to," are not "telephone toll services."

299

300 **Q. DOES INTRADO OFFER OR INTEND TO OFFER TELEPHONE EXCHANGE**  
301 **SERVICE?**

302 A. No. Although Mr. Hicks mentioned in passing that Intrado may offer local exchange  
303 service at some time in the future,<sup>11</sup> based on Intrado's own tariff,<sup>12</sup> Intrado only intends

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<sup>9</sup> Intrado Response to AT&T Illinois Data Request 37, PHP-9.

<sup>10</sup> 47 U.S.C. § 153(16). Telephone toll services are defined as "telephone service between stations in different exchange areas for which there is made a separate charge not included in contracts with subscribers for exchange service." 47 U.S.C. § 153(48).

<sup>11</sup> Hicks Direct at 4-5.

to provide emergency services and will not be providing local exchange service. In fact, Intrado did not state any intention to offer non-911 services in its Petition, nor anywhere else in testimony. I have provided Intrado Comm's current tariff in Ohio ("Intrado Tariff") as Schedule PHP-3.

**Q. WHAT SERVICES DOES INTRADO OFFER PURSUANT TO ITS TARIFF?**

A. The only product offered to customers pursuant to Intrado's Tariff is Intelligent Emergency Network™ ("IEN") Service. Intrado's Tariff describes IEN Services as:

services that permit a Public Safety Answering Point (PSAP) to receive emergency calls placed by dialing the number 9-1-1 and/or emergency calls originated by personal communications devices.<sup>13</sup>

IEN Services include optional call transfer features, which allow a PSAP to transfer a call in progress to another emergency responder via Intrado's 911/E911 network. Intrado acknowledges that its IEN Services cannot transfer a call except to PSAPs it serves, to other carriers' PSAPs interconnected via a selective router to selective router feature, or to other authorized agencies *directly* interconnected to Intrado's 911/E911 network.<sup>14</sup> Furthermore, IEN Services' transfer feature does not provide the capability for the PSAP to *originate* a call, and Intrado does not propose to offer any dial tone services to end

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<sup>12</sup> Intrado stated in response to AT&T Illinois' Data Requests 26 and 27 that its tariff on file with the Commission contains a discontinued service offering (*i.e.*, SafetyNet<sup>SM</sup>). *See* PHP-9. Both Mr. Hicks and Ms. Spence-Lenss refer to Intrado's Intelligent Emergency Network<sup>TM</sup> (*e.g.*, Hicks at 5, Spence-Lenss at 1) in the context of services Intrado intends to offer in Illinois. And as I stated above, the parties have negotiated for an ICA in Illinois based on previous negotiations for Ohio. It is therefore reasonable and appropriate to consider Intrado's Ohio tariff for Intelligent Emergency Network Services as representative of the services, terms and conditions Intrado intends to offer in Illinois.

<sup>13</sup> Intrado Tariff Section 5.1.

<sup>14</sup> Intrado Response to AT&T Illinois Data Request 20.

users.<sup>15</sup> Even a PSAP desiring an administrative line, for example, to call back a disconnected caller, could not obtain such a line from Intrado, as Mr. Hicks previously acknowledged.<sup>16</sup>

**Q. DOES INTRADO’S TARIFF INCLUDE THE OFFER OF LOCAL EXCHANGE SERVICE?**

**A.** No. Intrado’s Tariff defines Local Exchange Service as:

The furnishing of telecommunications services by a Local Exchange Provider to a Customer within an exchange for local calling. This service also provides access to and from the telecommunication network for long distance calling. *The Company is not responsible for the provision of local exchange service to its Customers.*<sup>17</sup>

Intrado’s Tariff also states that:

Intelligent Emergency Network<sup>TM</sup> Service is not intended to replace the local telephone service of the various public safety agencies which may participate in the use of this service.<sup>18</sup>

**Q. HOW DOES FEDERAL LAW DEFINE “TELEPHONE EXCHANGE SERVICE”?**

**A.** 47 U.S.C. § 153(47) defines “telephone exchange service” as follows:

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<sup>15</sup> PSAPs are end users only in the context of their basic local exchange administrative lines, and Intrado does not offer such services.

<sup>16</sup> See Schedule PHP-4, (*Petition of Intrado Comms., Inc.*, Fla. Pub. Serv. Comm’n Case No. 08-537-TP-ARB, July 29, 2008 Transcript) (“Florida Arbitration Transcript”), Vol 1 at 179:

Q. Okay. Now let’s assume in this situation that the caller calls the PSAP, the operator has them on the line and the caller is disconnected. Can the PSAP operator use the service that you’re going to provide them to call the customer back?

A. No, sir. They have to access one of their administrative lines that are connected to their system and generate a call through the local PSTN.

<sup>17</sup> Intrado Tariff, Section 1, Original Page 5 (emphasis added).

<sup>18</sup> Intrado Tariff, Section 5.2C, Original Page 8.

The term “telephone exchange service” means (A) service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (B) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.

**Q. DOES INTRADO’S IEN SERVICE OPERATE WITHIN A TELEPHONE EXCHANGE OR A CONNECTED SERIES OF EXCHANGES IN THE SAME EXCHANGE AREA?**

A. No. Exchange boundaries establish the area within which an end user can place a 7 or 10-digit telephone call without incurring a toll charge.<sup>19</sup> 911/E911 services are provided based on municipal boundaries, which are completely independent of and unrelated to exchange boundaries. Calls to end users outside of the exchange area result in a toll charge being assessed, *i.e.*, not covered by the exchange service charge. In contrast, an end user can always make a 911 call at no charge.

**Q. DOES INTRADO’S IEN SERVICE ALLOW AN INTRADO SUBSCRIBER TO ORIGINATE AND TERMINATE A TELECOMMUNICATIONS SERVICE?**

A. No. Intrado (Comm) has admitted several times that its service does not allow its subscriber (typically a municipality or PSAP) to originate a call. Intrado witness Mr. Hicks recently stated in the Ohio arbitration with Cincinnati Bell Telephone (“CBT”) that

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<sup>19</sup> Since Intrado will be providing 911/E911 services in AT&T Illinois’ operating area, it is AT&T Illinois’ exchange boundaries that are relevant to Intrado’s 911/E911 services. Customers may or may not incur usage charges for local calls, depending on the retail service plan to which they have subscribed, but these are not toll charges.

367 “no, I’m not going to be providing services to the PSAP for them to generate outgoing  
368 calls, that would still be provided by their local service provider.”<sup>20</sup> Intrado Comm also  
369 made a similar admission in a Florida arbitration with AT&T: “The services that the  
370 PSAP uses would only be able to generate and originate a call transfer. They would not  
371 be able to utilize the Intrado Communications offering to generate a traditional local call.  
372 They basically would use the telephone lines that were purchased from their local service  
373 provider.”<sup>21</sup>

374  
375 Intrado Comm sometimes notes that a PSAP using its 911/E911 service could transfer a  
376 911 call to another PSAP, but also admits that such call transfers are not the same as  
377 actually originating a call, as demonstrated during cross-examination of Intrado’s witness  
378 in Florida:

379 Q. Okay. So in this case you’re talking about a situation where a  
380 customer, and by customer let’s say an AT&T customer that has  
381 local telephone service, they call 911, they reach a PSAP. The  
382 PSAP can transfer that call to another PSAP. That’s what you’re  
383 saying?

384 A. Yes.

385 Q. Okay. Now let’s assume in this situation that the caller calls the  
386 PSAP, the operator has them on the line and the caller is  
387 disconnected. Can the PSAP operator use the service that you’re  
388 going to provide to them to call the customer back?

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<sup>20</sup> Schedule PHP-5 (*Petition of Intrado Comms., Inc.*, Case No. 08-537-TP-ARB, July 29, 2008 Transcript, Vol. I at 245) (“CBT Arbitration Transcript”).

<sup>21</sup> Schedule PHP-4, Florida Arbitration Transcript, Vol 1 at 178. *See also id.* at 179-80 (admitting that a customer cannot use Intrado’s service “to independently place a call to anyone” or “to originate a call to anyone else”).

389 A. No. sir. They have to access one of their administrative lines that  
390 are connected to their system and generate a call through the local  
391 PSTN.

392 Q. Okay. Now let's assume that for purposes of this question that the  
393 PSAP has not received an incoming call from a customer that's  
394 trying to access 911. Without that customer originating the call to  
395 them, can they just call another PSAP?

396 A. Not through the Intrado Communications service offering.

397 Q. Okay. So you've told me that through your offering they can't  
398 call, and, again, I'm talking about without a call first being  
399 originated by the customer and coming in and your transferring it,  
400 you said they can't call the customer back, they can't just call up  
401 another PSAP. Can they use that service to independently place a  
402 call to anyone?

403 A. . . . It's not through the Intrado Communications' service offering.  
404 It is over their own local CPE equipment that gives them the ability  
405 to access a line that provides dial tone that they can call back a  
406 customer or generate a call through the PSTN to a public safety  
407 answering point.

408 Q. Right. But the question I asked you, Mr. Hicks, wasn't about what  
409 they can do with their CPE or with their regular service. The  
410 question I'm asking you is about the service you provide to them.  
411 Now you've told me so far that they can't use that service to call  
412 the customer back, they can't use that service to originate a call to  
413 another PSAP. Can they use that call to – can they use that service  
414 to originate a call to anyone else?

415 A. No, sir.

416 \* \* \*

417 Q. Okay. . . . is it your position that the transfer [of a 911 call by an  
418 Intrado-served PSAP to another PSAP] constitutes an origination  
419 of the call that the 911 caller has already placed?

420 A. No, sir. It's not an origination. It's basically a transfer.

421 Q. Okay. So what we know about this service is you can't call out at  
422 all. All you can do is transfer a call after it's been originated by  
423 the 911 caller; correct?

424 A. That's correct. Yes, sir.

425 Schedule PHP-4 (Florida Arbitration Transcript, Vol. 1 at 178-81).

426

427 **Q. INTRADO WITNESS MS. SPENCE-LENSS ASSERTS THAT THIS**  
428 **COMMISSION HAS ALREADY DETERMINED IN DOCKET NO. 00-0769**  
429 **THAT THE SERVICES INTRADO SEEKS TO PROVIDE ARE “TELEPHONE**  
430 **EXCHANGE SERVICES” SUBJECT TO SECTION 251(c)**  
431 **INTERCONNECTION. (SPENCE-LENSS DIRECT AT 13). IS SHE CORRECT?**

432 A. No. The Commission’s prior determinations with respect to the services of Intrado’s  
433 predecessor, SCC, are not relevant to this arbitration. Ms. Spence-Lenss admits that the  
434 services SCC sought to offer were different than that which Intrado seeks to offer today  
435 pursuant to a Section 251/252 ICA, but she does not explain how different they are. SCC  
436 was seeking to serve as an aggregator to simply transport other providers’ 911 calls and  
437 hand them off to AT&T Illinois for delivery to the relevant AT&T Illinois-served PSAP.  
438 Intrado has specifically stated that it does not intend to carry such traffic.<sup>22</sup> Furthermore,  
439 SCC did not intend to provide services directly to PSAPs, which is precisely the service  
440 Intrado states it seeks to offer.<sup>23</sup> Accordingly, the Commission should evaluate the  
441 911/E911 services *Intrado* intends to offer and not base its decision on a prior evaluation  
442 of *different* services SCC intended to offer.

443

444 **Q. MS. SPENCE-LENSS ALSO ARGUES THAT INTRADO’S 911/E911 OFFERING**  
445 **IS A “TELEPHONE EXCHANGE SERVICE” ENTITLED TO 251(c)**  
446 **INTERCONNECTION BECAUSE AT&T ILLINOIS HAS TARIFFED ITS**

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<sup>22</sup> Intrado Response to AT&T Illinois Data Request 31. *See* PHP-9.

<sup>23</sup> I have provided the Appendix 911 of the SCC ICA as Schedule PHP-6.



**911/E911 SERVICE. (SPENCE-LENSS DIRECT AT 10). HOW DO YOU  
RESPOND?**

A. Ms. Spence-Lenss' argument misses the mark. Placement and labeling of a service in a tariff is not what defines the service. One must look to the characteristics of the service itself to determine whether or not it qualifies as telephone exchange service as that term is defined in the Act. Furthermore, even if AT&T Illinois' 911/E911 service were "telephone exchange service" (and it is not), it is not at all clear that Intrado's 911/E911 service is sufficiently "similar" to AT&T Illinois' service, as Ms. Spence-Lenss implies, to conclude that AT&T Illinois' tariff labeling has any meaning for Intrado's services – especially given Intrado's representations of the highly-enhanced nature of its 911/E911 services. (*See, e.g.*, Spence-Lenss Direct at 5-6; Hicks Direct at 5-7.)

**Q. IN ITS PETITION, INTRADO COMPARES ITS 911/E911 SERVICES TO FAX  
SERVICES.<sup>24</sup> IS THAT AN APPROPRIATE COMPARISON?**

A. No. Intrado is comparing apples to oranges. Fax services use basic two-way telephone exchange lines that are assigned regular telephone numbers and that can both originate and receive telephone calls over the public switched telephone network ("PSTN"). In contrast, Intrado's 911/E911 services are not assigned telephone numbers, cannot draw dial tone, and cannot originate calls to subscribers served on the PSTN. If a 911 caller is disconnected from the PSAP dispatcher, the dispatcher must use a separate administrative

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<sup>24</sup> Petition at 16.

line to call the 911 caller back. Therefore, Intrado's proposed services do not qualify as "telephone exchange services."

**Q. IN WHAT OTHER STATES HAS INTRADO FILED FOR ARBITRATION OF AN ICA WITH AT&T?**

A. In addition to Illinois, Intrado has filed for arbitration with AT&T in Alabama, Florida, North Carolina, Ohio, and Texas.

**Q. IS THE FUNDAMENTAL QUESTION OF WHETHER OR NOT INTRADO IS ENTITLED TO A SECTION 251/252 ICA FOR THE 911/E911 SERVICES IT INTENDS TO OFFER PRESENTED FOR ARBITRATION IN EACH OF THESE STATES?**

A. Yes.

**Q. HAVE ANY OF THESE STATE COMMISSIONS REACHED A DECISION ON THIS FUNDAMENTAL ISSUE BETWEEN INTRADO AND AT&T?**

A. No final decisions have been issued as of the drafting of this testimony. However, the Florida Staff issued its recommendation on this issue on October 30, 2008, which I have provided as Schedule PHP-7.<sup>25</sup> The Florida Commission is expected to vote on this recommendation on November 13, 2008.

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<sup>25</sup> Staff Recommendation, *Petition by Intrado Communications, Inc. for arbitration*, Fla. Pub. Serv. Comm'n Docket No. 070736-TP, at 7, 9 (Oct. 30, 2008) ("Florida Staff Recommendation").

**Q. PLEASE SUMMARIZE THE KEY POINTS OF THE FLORIDA STAFF  
RECOMMENDATION.**

A. In recommending that the Florida Commission close the arbitration docket, the Florida Staff made three key points.

1. Intrado Comm’s 911/E911 service to PSAPs does not constitute “telephone exchange service” as defined by the Act because it does not allow Intrado’s customers to originate calls; therefore, Intrado is not entitled to interconnection pursuant to Section 251(c) and the arbitration proceeding should be dismissed.  
(pp. 4, 9)
2. “Intrado Comm has the ability to offer the services it wants without a §251(c) interconnection agreement through the use of a commercial agreement or AT&T’s tariffs.”<sup>26</sup> (p. 11)
3. In evaluating public interest considerations, the Florida Staff concluded that the emergence of a competitive 911/E911 service provider may result in “potential unintended consequences that affect more than just the current parties to this docket, impacting all carriers in Florida, including wireless and VoIP providers. ... Staff is concerned that carriers could potentially be transporting 911/E911 emergency calls up and down the state or perhaps even out of state.” (p. 13)  
“Staff notes that the Commission is not the only agency or entity with an interest in monitoring of 911/E911 service. ... Any changes involving 911/E911 require the facilitation and cooperation of all affected agencies and entities to resolve any

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<sup>26</sup> Florida Staff also expressed concern that the type of interconnection requested by Intrado Comm would require that the costs for interconnection would be borne by AT&T, which could result in “a serious disadvantage to AT&T.” (p. 11)

changes or complications that affect 911/E911 in Florida. ... [S]taff believes that any discussion regarding the provisioning of competitive 911/E911 service in Florida requires that all potentially affected parties be consulted and afforded an opportunity to weigh in on these vital matters.” (p. 14)

**Q. DO ALL THESE SAME CONSIDERATIONS APPLY IN ILLINOIS?**

A. Yes. Intrado intends to offer the same service here as in Florida. Moreover, the public interest considerations are the same and could provide a basis for dismissing Intrado’s Petition even if Intrado did provide telephone exchange service. The 1996 Act does not require state commissions to arbitrate every petition submitted under Section 252(b). The choice is discretionary. Thus, if the Commission believed that the various issues and stakeholder interests surrounding the introduction of 911 competition should be addressed in a more generic, open format rather than a two-party arbitration, it has the authority to do so.

**Q. HAVE OTHER STATE COMMISSIONS DECLINED TO ADDRESS INTRADO’S ARBITRATION PETITION?**

A. Yes. In Virginia, Intrado petitioned for arbitration with Embarq and Verizon, both of which are ILECs and both of which contested Intrado’s right to Section 251(c) interconnection. The Virginia Commission declined to address that issue, so the FCC assumed jurisdiction and the threshold issue of whether Intrado’s service qualifies as telephone exchange service under federal law is now pending before the FCC’s Wireline Competition Bureau in both of those cases. This Commission could, of course, elect to

wait and see how the FCC's Bureau deals with that issue of federal law before proceeding further here.

**ISSUE 2: SHOULD INTRADO'S PROPOSED RATES FOR  
INTERCONNECTION BE INCLUDED IN THE ICA?  
(Pricing Section 1.1; Intrado's Pricing Exhibit)**

**Q. WHAT IS THE PARTIES' DISPUTE IN PRICING SECTION 1.1 AND  
INTRADO'S ASSOCIATED "RATE TABLE"?**

A. Intrado proposes that the following language be added to Pricing Section 1.1:

*The rates to be charged by CLEC will be set forth in a  
separate rate table.*

This is the only language in the ICA specific to Intrado's charges to AT&T Illinois. Ms. Spence-Lenss attaches the rates Intrado proposes to charge to her testimony as Exhibit No. 4. Intrado has not proposed any language to address the specific circumstances under which Intrado would impose these charges.

**Q. DOES AT&T ILLINOIS OBJECT TO INTRADO'S CHARGES IN ITS  
PROPOSED "SEPARATE RATE TABLE"?**

A. Yes. Intrado has provided no basis for these charges except to claim that they are similar to AT&T Illinois' charges imposed on competitors. Ms. Spence-Lenss suggests that Intrado is proposing to charge AT&T Illinois for what it says are "port termination" charges as though the parties had an agreement whereby AT&T Illinois was purchasing Intrado's tariffed IEN service,<sup>27</sup> which is not the case. In fact, as discussed previously,

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<sup>27</sup> Spence-Lenss Direct at 14.

Intrado has no right to compel AT&T Illinois to interconnect with it pursuant to Section 251(c) or to use Section 251(c) to compel AT&T Illinois to purchase 911/E911 services from it. If Intrado wants to negotiate for a commercial agreement for the parties' 911 interconnection arrangements, AT&T Illinois certainly is willing to do so and, in fact, believes a separate agreement is the appropriate vehicle for the parties' 911 interconnection. But Intrado should not be permitted to impose unsubstantiated rates on AT&T Illinois in a Section 251/252 ICA.

**Q. INTRADO ASSERTS THAT ITS PORT CHARGES ARE “SIMILAR TO AT&T’S RATES FOR TRUNK PORTS OR TERMINATIONS.”<sup>28</sup> IS IT APPROPRIATE FOR INTRADO TO CHARGE AT&T ILLINOIS FOR ENTRANCE FACILITIES OR AT RATES COMMENSURATE WITH ENTRANCE FACILITIES?**

**A.** No. There are two separate and distinct elements for interconnection: the facilities and the trunks (*i.e.*, ports). When AT&T Illinois establishes trunks to Intrado for 911 traffic, a trunk port charge may be appropriate (in a commercial agreement). However, because AT&T Illinois is not required to establish a separate point of interconnection (“POI”) on Intrado’s network, as Mr. Neinast discusses for Issue 10(a), it has no duty to lease facilities from Intrado to get to such a POI, and in any event, AT&T Illinois would provide its own facilities. Therefore, it would be inappropriate for Intrado to charge AT&T Illinois anything.

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<sup>28</sup> Spence-Lenss Direct at 15.

**Q. ARE INTRADO'S PROPOSED CHARGES TO AT&T ILLINOIS SIMILAR TO THE CHARGES IMPOSED BY AT&T ILLINOIS ON COMPETITORS FOR INTERCONNECTION TO AT&T ILLINOIS' NETWORK?**

A. No. Intrado has not explained specifically how its charges would be assessed, but it has previously referred to them as market-based prices, which would not mirror AT&T Illinois' regulated rates for Section 251(c) interconnection. Furthermore, since Intrado apparently proposes the same charges to all ILECs in all states, and since AT&T's interconnection prices vary from state to state (and would certainly vary from other ILECs' prices), any claim by Intrado that its rates are comparable to AT&T Illinois' rates (a claim that Intrado made in its arbitrations with AT&T in Florida, North Carolina, and Ohio, where interconnection prices are different than AT&T Illinois') would be unsupported.

**Q. IF INTRADO'S PORT CHARGES ARE TO BE INCLUDED IN THE ICA, SHOULD THEY BE HIGHER THAN AT&T ILLINOIS RATES?**

A. No. The parties each should charge the other the same rates. Intrado does not object to the 911 trunk (*i.e.*, port) charges AT&T Illinois will assess when Intrado obtains 911 trunks from AT&T Illinois (as set forth in the Pricing Schedule), and there is no reason for Intrado to charge anything different when AT&T Illinois obtains 911 trunks from Intrado. Furthermore, other than the exception mentioned above, Intrado has agreed to

mirror AT&T Illinois' other rates.<sup>29</sup> It makes no sense for some rates to be reciprocal but not others, when the services each party provides to the other are the same.

**ISSUE 3: SHOULD THE ICA INCLUDE REFERENCES TO AT&T'S  
TARIFFED RATES FOR CERTAIN PRODUCTS? (911 Sections 3.3.2,  
10.1)**

**Q. PLEASE EXPLAIN THE PRICING DISPUTE IN APPENDIX 911 SECTION 3.3.2.**

A. Appendix 911 Section 3 provides terms and conditions with respect to AT&T Illinois' responsibilities when AT&T Illinois is the 911 service provider. In that context, 911 Section 3.3.2 states that AT&T Illinois will, upon request, provide transport from Intrado's location to AT&T Illinois' Selective Router:

... as specified in *Appendix Pricing or tariff*. Additionally, when diverse facilities and multiple POI(s) are requested by CLEC, **AT&T-ILLINOIS** will provide such diversity where technically feasible, as specified in Appendix Pricing **or at standard AT&T-STATE tariff rates.**<sup>30</sup>

My testimony considers Intrado's proposed language that would require AT&T Illinois to provide Intrado with these transport facilities at Total Element Long Run Incremental Cost ("TELRIC") rates, rather than at tariff (*i.e.*, special access) rates, on Intrado's side of the POI – which is located at AT&T Illinois' Selective Router location (as recently agreed to by the parties in resolving Issue 10(b)).

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<sup>29</sup> Spence-Lenss Direct at 15.

<sup>30</sup> Throughout this testimony, when contract language is provided, AT&T Illinois proposed language is in **bold underline** font, Intrado proposed language is in *bold italics* font, and agreed language is in normal font.



**Q. WHAT IS AT&T ILLINOIS' OBJECTION TO OFFERING INTRADO  
TRANSPORT FACILITIES AT TELRIC RATES?**

A. Appendix 911 NIM Section 2.3 provides that each party is responsible for the facilities on its side of the POI. To the extent Intrado elects to lease facilities from AT&T Illinois' special access tariff to meet this obligation (rather than obtaining them from another carrier or self-providing), these facilities would be priced pursuant to AT&T Illinois' special access tariff – not the ICA. Accordingly, 911 Section 3.3.2 should include a reference to pricing in the tariff, as proposed by AT&T Illinois, rather than only pursuant to the ICA's pricing appendix, as Intrado demands.

**Q. DOES THE ICA CONTAIN PARALLEL LANGUAGE REGARDING  
FACILITIES PRICING WHEN INTRADO IS THE 911/E911 PROVIDER?**

A. No. There is no parallel language, because AT&T Illinois would not lease Intrado's facilities on AT&T Illinois' side of the POI. Intrado's attempt to arbitrage the special access tariff through its language in 911 Section 3.3.2, which could permit Intrado to obtain any and all facilities on its side of the POI at TELRIC rates, should be rejected.

**Q. WHAT IS THE PARTIES' DISPUTE IN APPENDIX 911 SECTION 10.1?**

A. 911 Section 10.1 addresses compensation for access to 911/E911 services (*i.e.*, access to databases, trunking, and call routing to PSAPs). The parties agree that rates for such access pursuant to Section 251/252 of the Act are set forth in Appendix Pricing. However, Intrado objects to AT&T Illinois' language providing that, in some circumstances, the appropriate rates might be found in the (special access) tariff rather

than the ICA. For example, Intrado might seek unbundled dedicated transport on its side of the POI on a route that is not impaired. Such transport facilities would be provided pursuant to AT&T Illinois' special access tariff, not the ICA. Thus, AT&T Illinois' reference in 911 Section 10.1 to the application of the Commission-approved access tariff in some circumstances is appropriate and should be adopted.

**ISSUE 4: SHOULD THE ICA ARTICULATE THAT A PSAP'S SELECTION OF ITS E911 PROVIDER IS SUBJECT TO BEING REVOKED, CONDITIONED, OR MODIFIED? (911 Section 1.3)**

**Q. WHAT IS THE PARTIES' DISPUTE REGARDING LANGUAGE IN 911 SECTION 1.3?**

A. The language in dispute in Appendix 911 Section 1.3 is:

Each Party shall provide access to its respective E911 Selective Routers as described herein only where a PSAP and/or E911 Customer served by the E911 Selective Routers has requested and approved the Party to carry E911 Emergency Services call, which approval is subject to being revoked, conditioned, or modified by the PSAP and/or E911 Customer.

Ms. Spence-Lenss states that Intrado objects to AT&T Illinois' language because it is unnecessary, explaining that carriers design their network interconnection arrangements based on services they intend to market rather than based on specific customer approvals.<sup>31</sup> That, however, is not the issue. The issue is whether the ICA should recognize that the parties' arrangements assume they are each authorized to service a PSAP, and that when there is no such authority the 911 duties under the ICA no longer

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<sup>31</sup> Spence-Lenss Direct at 17.

apply. AT&T Illinois' additional language properly captures the E911 Customer's ability to revoke or modify its authorization and should be adopted.

**ISSUE 6: IS ADDITIONAL LANGUAGE REQUIRED IN APPENDIX OET TO EXPLICITLY STATE THAT THE APPENDIX DOES NOT APPLY TO 911 TRAFFIC? (OET Section 1.1)**

**Q. WHAT IS THE PARTIES' DISPUTE REGARDING LANGUAGE IN OET SECTION 1.1?**

A. The language in dispute in Appendix Out-of-Exchange Traffic (OET) Section 1.1 is:

This Appendix sets forth the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4). *This Appendix does not govern the Parties' exchange of 911/E911 Service calls or the inter-Selective Router transfer of 911/E911 Service calls.*

Intrado proposes language to exclude the exchange of 911 calls and inter-selective router ("SR") calls from the OET appendix. This exclusionary language is unnecessary because the definition of out-of-exchange traffic in OET Section 1.4 *already* excludes 911 traffic:

For purposes of this Appendix only, **"Out of Exchange Traffic"** is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, intraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver ...

Intrado's additional language is unnecessary and should therefore be rejected.

**ISSUE 9(a): FOR NON-911 TRAFFIC, SHOULD A POI BE DEFINED TO BE USED TO DELIVER “SECTION 251(B)(5)/INTRALATA TOLL TRAFFIC” OR “TRAFFIC.” (portions of GTC Section 1.1.117 and NIM 2.2)**

**Q. PLEASE DESCRIBE THE PARTIES’ DISPUTE WITH RESPECT TO ISSUE 9(a).**

A. The dispute here is whether, for purposes of defining a POI, the non-911 traffic exchanged should be described as “Section 251(b)(5)/IntraLATA Toll Traffic” (as AT&T Illinois proposes), or merely “traffic” (as Intrado proposes). AT&T Illinois’ language more accurately describes the non-911 traffic that is covered by the ICA and that would be exchanged at the POI – Section 251(b)(5) and IntraLATA Toll Traffic. The only reason given by Intrado for its language is that it has a dispute about the definition of “Section 251(b)(5) Traffic,” so it cannot agree to use that term here.<sup>32</sup> The fallacy of this logic is that the dispute over how to define “Section 251(b)(5) Traffic” will be resolved in Issue 22, and both Parties will have to live with that resolution. In this sense, using the term “Section 251(b)(5)/IntraLATA Toll Traffic” is neutral and should be acceptable to Intrado. Furthermore, using the general term “traffic” may create a conflict with other ICA provisions that require the POI for 911 traffic to be at a selective router location, which could be different than the POI for non-911 traffic. Thus, Intrado’s proposed use of the term “traffic” in GTC § 1.1.117 and NIM § 2.2 is far too broad and should be rejected.

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<sup>32</sup> Hicks Direct at 27.

**ISSUE 22: SHOULD THE TERM “SECTION 251(b)(5) TRAFFIC” BE DEFINED WITH SPECIFICITY REGARDING THE PHYSICAL LOCATIONS OF THE ORIGINATING AND TERMINATING END USERS, OR SHOULD IT BE DEFINED GENERALLY AS DEFINED BY APPLICABLE LAW? (GTC Section 1.1.123, IC Section 4.1)**

**Q WHY HAS AT&T ILLINOIS PROPOSED A COMPREHENSIVE DEFINITION FOR SECTION 251(b)(5) TRAFFIC?**

A. The main reason is to avoid disputes about reciprocal compensation – which tend to be the most fertile source of AT&T Illinois/CLEC disputes. AT&T Illinois’ proposed definition for Section 251(b)(5) traffic,<sup>33</sup> set forth below, accurately reflects the specific criteria applied in determining what traffic is subject to reciprocal compensation.

**“Section 251(b)(5) Traffic” shall mean telecommunications traffic in which the originating End User of one Party and the terminating End User of the other Party are:**

- a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or “General”) Exchange Tariff on file with the applicable state commission or regulatory agency; or**
- b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.**

Intrado’s proposed definition, by contrast, is intentionally – and unnecessarily – vague:

**“Section 251(b)(5) Traffic” is as defined by Applicable Law, including the rules, regulations and orders of the FCC and courts of competent jurisdiction.**

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<sup>33</sup> AT&T Illinois has proposed its definition of Section 251(b)(5) Traffic be included in both the GTCs (Section 1.1.123) and Appendix IC (Section 4.1).

It is not clear whether Intrado disagrees with the substance of AT&T Illinois' language or simply prefers a vague definition that is open to differing interpretations. The sole objection raised by Ms. Spence-Lenss is that AT&T Illinois defines "Section 251(b)(5) traffic" as local traffic.<sup>34</sup> Ms Spence-Lenss fails to recognize, however, that this definition actually is virtually identical to the language approved by the Commission in AT&T's 2004 arbitration with MCI.<sup>35</sup>

**Q MS. SPENCE-LENSS ARGUES THAT THE TERM "APPLICABLE LAW" SHOULD BE ACCEPTABLE TO AT&T ILLINOIS. (SPENCE-LENSS DIRECT at 28). HOW DO YOU RESPOND?**

A. Ms. Spence-Lenss argues that the term "Applicable Law" is defined in the ICA and is used in several places, without objection by AT&T Illinois. Ms. Spence-Lenss is correct about her two narrow observations, but she is incorrect that this bears in any way on the question of whether it is better to specifically define the term "Section 251(b)(5) Traffic" or whether it is better to leave it vague and subject to future disputes. The references she provides to other parts of the ICA that use the term "Applicable Law" demonstrate that the term is used in a completely different context. For example, in GTC Section 2.10.2, the term is used to require both parties to "comply with all obligations which exist under Applicable Law." It would have been impractical for the parties to list each and every

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<sup>34</sup> Spence-Lenss Direct at 27-28.

<sup>35</sup> Docket No. 04-0469, *MCI Metro Access Transmission Services, Inc., MCI WorldCom Communications, Inc., and Intermedia Communications Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions, and Related Arrangements with Illinois Bell Telephone Company Pursuant to Section 252(b) of the Telecommunications Act of 1996*, Arbitration Decision dated November 30, 2004 ("MCI Arbitration Decision") at 162-166 for Issue RC-1.

law that applies to their conduct, so the use of the more general term is appropriate. In this case, by contrast, the requirement AT&T Illinois is seeking to define is limited, well-understood and capable of being subsumed in a workable definition. The Commission should reaffirm its prior decision in the MCI arbitration and adopt AT&T Illinois' proposed definition for Section 251(b)(5) Traffic.

**ISSUE 23: SHOULD THE TERM "ISP-BOUND TRAFFIC" BE DEFINED WITH SPECIFICITY REGARDING THE PHYSICAL LOCATIONS OF THE ORIGINATING AND TERMINATING END USERS, OR SHOULD IT BE DEFINED GENERALLY AS DEFINED BY THE FCC'S ISP COMPENSATION ORDER? (GTC Sections 1.1.84, 1.1.84.1, 1.1.84.2, IC Section 5.1)**

**Q. WHAT IS THE DISPUTE REGARDING THE DEFINITION OF ISP-BOUND TRAFFIC?**

A. The parties' dispute is reflected by the following language in the GTCs:

1.1.84 **"ISP-Bound Traffic"** shall mean telecommunications traffic, *defined* in accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order")., **"ISP-Bound Traffic" shall mean telecommunications traffic exchanged between CLEC and AT&T-13STATE in which the originating End User of one Party and the ISP served by the other Party are:**

**1.1.84.1 both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or**

**1.1.84.2 both physically located within neighboring ILEC  
Local Exchange Areas that are within the same  
common mandatory local calling area. This  
includes, but it is not limited to, mandatory  
Extended Area Service (EAS), mandatory  
Extended Local Calling Service (ELCS) or other  
types of mandatory expanded local calling scopes.**

As with the definition of Section 251(b)(5) Traffic, AT&T Illinois has proposed additional language be included in the definition of ISP-Bound Traffic to clearly articulate what is intended.<sup>36</sup> Since the FCC's *ISP Compensation Order* provides that ISP-bound traffic is to be compensated in the same manner as non-ISP bound traffic,<sup>37</sup> it is appropriate that the ICA's definition of ISP-Bound Traffic be consistent with the definition of Section 251(b)(5) Traffic. Moreover, AT&T Illinois' language is consistent with the Commission's finding in the MCI Arbitration Decision cited above. Accordingly, AT&T Illinois' language should be adopted.

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<sup>36</sup> AT&T Illinois has proposed its definition of ISP-Bound Traffic be included in both the GTCs (Section 1.1.84) and Appendix IC (Section 5.1).

<sup>37</sup> Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("ISP Compensation Order") at ¶¶ 89-90 and n. 177.



ISSUE 24: SHOULD THE TERM “SWITCHED ACCESS TRAFFIC” BE  
DEFINED WITH SPECIFICITY REGARDING THE PHYSICAL  
LOCATIONS OF THE ORIGINATING AND TERMINATING END  
USERS, INCLUDING TRAFFIC USING INTERNET PROTOCOL  
 (“IP”), OR SHOULD IT BE DEFINED GENERALLY TO BE  
CONSISTENT WITH APPLICABLE LAW? (IC Section 16.1, ITR  
Section 12.1)

Q. WHAT IS THE DISPUTE REGARDING THE DEFINITION OF SWITCHED  
ACCESS TRAFFIC?

A. Just as in Issues 22 and 23, AT&T Illinois has proposed a comprehensive definition of  
Switched Access Traffic, while Intrado simply wants a vague reference to Applicable  
Law.<sup>38</sup>

For purposes of this Agreement only, Switched Access Traffic shall *be defined consistent with Applicable Law. mean all traffic that originates from an End User physically located in one local exchange and delivered for termination to an End User physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T-13STATE’s local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party’s circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the End User’s premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Notwithstanding anything to the contrary in this Agreement. To the extent required by Applicable Law*, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party’s access tariff(s) and shall be subject to applicable intrastate and interstate switched access

<sup>38</sup> AT&T Illinois has proposed its definition of Switched Access Traffic be included in both Appendix IC (Section 16.1) and Appendix ITR (Section 12.1).

charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks.

Ms. Spence-Lenss objects to AT&T Illinois' language because it requires switched access charges to be paid on VoIP traffic.<sup>39</sup> According to Ms. Spence-Lenss, the FCC has not addressed this issue. Ms. Spence-Lenss fails to acknowledge, however, that charging switched access on IP-originated calls is completely consistent with controlling precedent.

**Q. PLEASE EXPLAIN.**

A. It is generally understood that switched access charges apply when a call originates in one exchange and terminates in a different exchange that is outside the local calling area of the originating subscriber, and two or more carriers participate in carriage of that call. However, some carriers have improperly claimed that IP-originated traffic is exempt from access charges because of the FCC's ESP exemption.<sup>40</sup>

The ESP exemption refers to the FCC's long-standing exemption of enhanced service providers from interstate access charges for obtaining access to the ESP's own customers. The ESP exemption applies to a narrow subset of telecommunications activity and traffic – the connectivity between the ESP itself and that ESP's end user customers in instances

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<sup>39</sup> Spence-Lenss Direct at 28.

<sup>40</sup> See, e.g., Docket No. 08-0105, *Illinois Bell Telephone Company, Inc. v. Global NAPs Illinois, Inc.* ("Global Illinois"), in which Global Illinois claimed that traffic it delivered to AT&T Illinois was not subject to termination charges because it originated in IP form and was therefore eligible for the ESP exemption.

884 where the ILEC provides the link between the ESP end user and the ESP. As a result of  
885 the exemption, “enhanced service providers are treated as end users for purposes of  
886 applying access charges” and need not purchase switched access products for connecting  
887 to their own subscribers; instead ESPs may purchase traditional business lines for such  
888 purposes and thus “generally pay local business rates and interstate subscriber line  
889 charges for their switched access connections to local exchange company central offices,”  
890 rather than access charges.<sup>41</sup> As the FCC subsequently described its ESP exemption, that  
891 exemption carves ESPs out from the access charge obligation when they “use incumbent  
892 LEC networks *to receive calls from their customers.*”<sup>42</sup> Thus, the ESP exemption does  
893 not apply to IP-originated calls, as AT&T Illinois’ definition of Switched Access Traffic  
894 recognizes.

895  
896 And while the FCC is currently reviewing the application of access charges to VoIP  
897 traffic that originates with the calling party in an IP format, the FCC expressed its general  
898 views on intercarrier compensation in its *IP Enabled Services NPRM*, where it stated that:

899 As a policy matter, we believe that any service provider that  
900 sends traffic to the PSTN should be subject to similar  
901 compensation obligations, irrespective of whether the traffic  
902 originates on the PSTN, on an IP network, or on a cable  
903 network. We maintain that the cost of the PSTN should be  
904 borne equitably among those that use it in similar ways.<sup>43</sup>

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<sup>41</sup> *In re Amendments of Part 69 of the Commission’s Rules relating to Enhanced Service Providers*, 3 FCC Rcd 2631, n. 8 (FCC April 27, 1988).

<sup>42</sup> *First Report and Order, Access Charge Reform*, CC Docket No. 96-262, 12 FCC Rcd 15982, ¶ 343 (1997). (Emphasis added).

<sup>43</sup> Notice of Proposed Rulemaking, *In the Matter of IP-Enabled Services*, FCC No. 04-28, WC Docket No. 04-36; 19 FCC Rcd 4863; Released March 10, 2004, at ¶ 33.

Importantly, when this Commission has had the opportunity to address this VoIP issue, it has ruled that the ILEC and the CLEC should preserve the *status quo* on payment arrangements, finding that anything else would not be in the public interest, which means that the CLEC should continue to pay switched access charges on access traffic, regardless of whether it is VoIP or not.<sup>44</sup> AT&T Illinois' proposed definition of Switched Access Traffic is consistent with maintaining the *status quo* and should be adopted.

**ISSUE 25: FOR NON-911 SERVICES, SHOULD THE ICA REFLECT THAT INTRADO'S SERVICES ARE WIRELINE (DIALTONE) SERVICES? (IC Sections 1.2, 3.5, 16.1, ITR Sections 2.14, 12.1)**

**Q. WHAT DISPUTED LANGUAGE IS ENCOMPASSED BY THIS ISSUE?**

A. The parties have a language dispute in IC Sections 1.2, 3.5 and 16.1 and ITR Sections 2.14 and 12.1. This language relates to the type of services Intrado would offer its end users (if it ever serves end users).

AT&T Illinois' language in IC Section 1.2 clarifies that Appendix IC applies to Intrado's "wireline local telephone exchange (dialtone) service." This is a wireline ICA, and Intrado should not be delivering wireless traffic to AT&T Illinois pursuant to this agreement.<sup>45</sup> Likewise, in IC Section 16.1 and ITR Section 12.1 (subsections i and ii for

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<sup>44</sup> See, e.g., MCI Arbitration Decision at 127.

<sup>45</sup> AT&T Illinois offers a different ICA to wireless carriers that accommodates the differing requirements of wireless interconnection. For example, in the context of intercarrier compensation, wireless carriers' calling scopes are based on Major Trading Areas ("MTA") rather than the local calling (or exchange) areas used by wireline carriers. Thus, the terms and conditions for wireless carriers necessarily vary from those of wireline carriers. If Intrado intends to deliver non-911 wireless traffic to AT&T Illinois, Intrado should request a wireless ICA.

both) and ITR Section 2.14, Intrado's traffic delivered over the local interconnection trunks should be dial tone (*i.e.*, wireline) traffic originated by its end users.

**Q. MS. SPENCE-LENSS STATES THAT INTRADO MAY DELIVER WIRELESS TRAFFIC TO AT&T ILLINOIS AND THAT THE ICA CONTEMPLATES THIRD PARTY WIRELESS TRAFFIC. (SPENCE-LENSS DIRECT AT 29). DO YOU AGREE?**

**A.** No, Ms. Spence-Lenss is mistaken. IC Section 3.5 addresses Intrado's intercarrier compensation obligations in the event it delivered traffic to AT&T Illinois destined for a third party carrier. This could occur in two possible scenarios: i) transit traffic; and ii) AT&T Illinois' local switching element. In neither case would calls terminate to an AT&T Illinois end user, contrary to Ms. Spence-Lenss' statement that it could deliver wireless calls to an AT&T Illinois customer pursuant to IC Section 3.5.

IC Section 3.5 would apply in the circumstance where an Intrado end user was calling another CLEC's end user that was served by AT&T Illinois' switch port.<sup>46</sup> In this situation, it is the third party CLEC that is entitled to intercarrier compensation rather than AT&T Illinois. IC Section 3.5 sets forth Intrado's responsibilities with respect to this intercarrier compensation. Since AT&T Illinois does not offer wireless services via its wireline switches, it would be impossible for Intrado to deliver a wireless call to a CLEC utilizing an AT&T Illinois switch port.

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<sup>46</sup> This could occur if the third party CLEC purchased AT&T Illinois' Local Wholesale Complete ("LWC") bundled service or AT&T Illinois' Section 271 unbundled local switching element.

946

947 Since Intrado has stated that it does not intend to provide non-wireline local exchange  
948 services to customers in Illinois,<sup>47</sup> and there are no ICA terms and conditions relative to  
949 terminating wireless services to AT&T Illinois end users, AT&T Illinois' language  
950 should be adopted.

951

952 **ISSUE 26: SHOULD EACH PARTY BE REQUIRED TO JOIN THE OTHER IN**  
953 **FILING A COMPLAINT OR TAKING OTHER ACTION WHEN**  
954 **NEEDED TO ELIMINATE MISROUTED ACCESS TRAFFIC FROM**  
955 **A THIRD PARTY PROVIDER? (IC Section 16.2; ITR Section 12.2)**  
956

957 **Q. WHAT IS THE DISPUTE REGARDING SWITCHED ACCESS TRAFFIC**  
958 **DELIVERED OVER LOCAL INTERCONNECTION TRUNKS?**

959 A. The parties have agreed that, with some exceptions, Switched Access Traffic will be  
960 delivered over Feature Group access trunks. (See IC Section 16.1, definition of Switched  
961 Access Traffic, quoted above in Issue 24.) To the extent Switched Access Traffic is  
962 improperly routed to local interconnection trunks from a third-party CLEC,<sup>48</sup> the parties  
963 disagree as to the proper steps required to remedy the misrouting condition.

964 If it is determined that such traffic has been delivered over  
965 Local Interconnection Trunk Groups *inconsistent with*  
966 *Applicable Law*, the terminating Party may object to the  
967 delivery of such traffic by providing written notice to the  
968 delivering Party pursuant to the notice provisions set forth in  
969 the General Terms and Conditions and request removal of such

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<sup>47</sup> Intrado Response to AT&T Illinois Data Request 39. See PHP-9.

<sup>48</sup> Section 16.1(iv) of Appendix IC states: "Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party." This is the exception to the requirement to utilize feature group access trunks referenced in AT&T Illinois' proposed language in IC Section 16.2.

970 traffic. The Parties will work cooperatively to identify the  
971 traffic with the goal of removing such traffic from the Local  
972 Interconnection Trunk Groups. If the delivering Party has  
973 not removed or is unable to remove such Switched Access  
974 Traffic as described in Section 16.1(iv) above from the  
975 Local Interconnection Trunk Groups within sixty (60) days  
976 of receipt of notice from the other party, the Parties agree  
977 to jointly file a complaint or any other appropriate action  
978 with the applicable Commission to seek any necessary  
979 permission to remove the traffic from such interconnection  
980 trunks up to and including the right to block such traffic  
981 and to obtain compensation, if appropriate, from the third  
982 party competitive local exchange carrier delivering such  
983 traffic to the extent it is not blocked.<sup>49</sup>

984 The parties have agreed to work cooperatively to identify such traffic with the goal of  
985 removing it from the local interconnection trunks. However, Intrado's purported  
986 agreement to assist AT&T Illinois in this endeavor rings hollow in light of Intrado's  
987 objection to language requiring it to cooperate in actually eliminating the misrouted  
988 traffic by, for example, jointly filing a complaint against the wrongdoer. The effective  
989 result, if Intrado's position is adopted, would be to enable traffic washing and related  
990 access avoidance schemes, with AT&T Illinois' hands tied in its ability to forestall any  
991 such fraudulent behavior by third parties – third parties that are delivering such improper  
992 traffic *via Intrado*. AT&T Illinois' language provides the appropriate course of action for  
993 the parties to follow when Switched Access Traffic is improperly routed to local  
994 interconnection trunks.

995  
996 **Q. HOW DOES INTRADO DEFEND ITS POSITION?**

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<sup>49</sup> AT&T Illinois has proposed that its language regarding misrouted Switched Access Traffic be included in both Appendix IC (Section 16.2) and Appendix ITR (Section 12.2).

997 A. Ms. Spence-Lenss argues that AT&T Illinois' language would require Intrado to  
998 "engage in self-help mechanisms or block traffic."<sup>50</sup> This does not accurately  
999 describe Intrado's obligations under AT&T Illinois' proposed language. Rather,  
1000 AT&T Illinois' language would only require Intrado to "jointly file a complaint ...  
1001 with the applicable Commission" to seek a resolution of the problem – a problem in  
1002 which Intrado participates, however unwittingly. In short, it merely requires Intrado  
1003 to cooperate with AT&T Illinois, not to engage in any unilateral action against the  
1004 CLEC that is misrouting traffic. This is a commercially reasonable requirement and  
1005 the Commission should adopt AT&T Illinois' language.

1006

1007 **ISSUE 27: WITH RESPECT TO THE FCC'S *ISP REMAND ORDER*, TO WHAT**  
1008 **TRAFFIC SHOULD THE ICA PERMIT THE RETROACTIVE**  
1009 **APPLICATION OF CHARGES? (IC Section 4.2.1)**  
1010

1011 **Q. WHAT IS THE PARTIES' DISPUTE REGARDING INTERVENING LAW**  
1012 **SPECIFIC TO THE FCC'S ISP COMPENSATION ORDER?**

1013 A. The parties disagree on terms and conditions for retroactive treatment following the  
1014 potential modification or nullification of the compensation plan ("ISP Compensation  
1015 Plan") set forth in the FCC's ISP Compensation Order.

1016 Should a regulatory agency, court or legislature change or  
1017 nullify the **AT&T-Illinois'** designated date to begin billing  
1018 under the FCC's ISP terminating compensation plan, then the  
1019 Parties also agree that any necessary billing true ups,  
1020 reimbursements, or other accounting adjustments shall be made  
1021 symmetrically and to the same date that the FCC terminating  
1022 compensation plan was deemed applicable to all traffic in that

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<sup>50</sup> Spence-Lenss Direct at 29.



state exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among **AT&T-ILLINOIS**, CLEC and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged *to which Intervening Law applies as local calls within the meaning of this Appendix.*

AT&T Illinois proposes in IC Section 4.2.1 that retroactive treatment would apply to traffic exchanged as “local calls.” This is the appropriate classification of traffic to which a retroactive adjustment would apply, since local calls are subject to reciprocal compensation. Intrado objects to this language. In Section 4.2.1, Intrado’s added language “to which Intervening Law applies” is redundant and therefore unnecessary.

**ISSUE 28: SHOULD AT&T’S GENERIC RATES, TERMS AND CONDITIONS APPLY TO INTRADO WHEN A SECTION 252 ARBITRATION FOR A SUCCESSOR AGREEMENT IS WITHDRAWN OR WHEN STATUTORY TIME FRAMES ARE NOT MET? (GTC Section 7.7)**

**Q. PLEASE DESCRIBE THE PARTIES’ DISPUTE WITH RESPECT TO THIS ISSUE.**

A. Intrado objects to AT&T Illinois’ proposed language in GTC § 7.7, which provides that upon expiration of the interconnection agreement, AT&T Illinois may provide service to Intrado in accordance with the rates, terms and conditions set forth in its current generic interconnection agreement, unless the parties are in active negotiations or arbitration within the Section 252(b) statutory time frame for a successor interconnection agreement. AT&T Illinois’ proposed language is commercially reasonable because, rather than leaving the parties with no applicable terms and conditions, it provides a viable substitute

arrangement in the interim period between the expiration of the old agreement and the adoption of a new one. Intrado's proposal would permit it to both forestall the Section 252(b) negotiation and arbitration time frame and to continue to enjoy the rates, terms and conditions of the old interconnection agreement even after it has expired. Moreover, whether or not this provision actually comes into effect is entirely in Intrado's own hands. Intrado should not expect that it can operate indefinitely under an expired ICA. Rather, it can (and should) actively negotiate/arbitrate a successor ICA so that it is covered by terms and conditions it deems acceptable.

**ISSUE 29: ARE THERE SITUATIONS IN WHICH AT&T SHOULD BE LIABLE FOR INTRADO'S END USERS' FRAUD? (GTC Section 8.1)**

**Q. WHAT IS THE PARTIES' DISPUTE REGARDING LIABILITY FOR END USER FRAUD?**

A. The parties disputed language in GTC Section 8.1 is as follows:

**AT&T-ILLINOIS** shall not be liable to CLEC for any fraud associated with CLEC's End User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Traffic (ABT) *that is not attributable to AT&T-ILLINOIS*. ABT is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABT calls: calling card, collect, and third number billed calls.

AT&T Illinois should not be liable for Intrado's end users' fraudulent conduct, including toll, ported numbers, and alternately billed traffic (ABT). When operating as a CLEC and providing service to end users, Intrado should take responsibility for its end users' conduct and not shift liability to AT&T Illinois. It is unclear what

circumstances might lead Intrado to conclude that its end users' fraudulent behavior would be "attributable to AT&T Illinois." One possibility is that Intrado seeks to make AT&T Illinois liable any time it fails, even inadvertently, to *prevent* fraud by Intrado's end users, even though that is not AT&T Illinois' duty. Such vague language is open to dispute and should be rejected.

**ISSUE 30: SHOULD AT&T'S LIMITATION OF LIABILITY FOR LOSSES ARISING FROM ITS PROVISION OF 911 SERVICES:**

**a) INCLUDE LOSSES "UNLESS ATTRIBUTABLE TO AT&T"?**

**b) EXTEND TO INTRADO'S CUSTOMERS THAT ARE NOT END USERS? (GTC Section 15.7)**

**Q. WHAT IS THE PARTIES' DISPUTE REGARDING 911 LIABILITY?**

A. There are two parts to the language in dispute for GTC Section 15.7, which states as follows:

**AT&T-ILLINOIS** shall not be liable to CLEC, its customer *End User* or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 service *unless attributable to AT&T-ILLINOIS*.

First, since Intrado will be serving customers that are not End Users, AT&T Illinois proposes the use of the word "customer" instead of "End User." When PSAPs obtain service from Intrado, there is no doubt that they are customers, independent of the parties' dispute regarding the definition of End Users. Furthermore, Intrado indicates it intends to provide service to other carriers, such as wireless and VoIP providers, and AT&T Illinois does not agree that such carriers should be classified as End Users.

1109 Second, the parties disagree regarding the extent of AT&T Illinois' potential liability  
1110 pursuant to the ICA.

1111

1112 **Q. WHAT IS INTRADO'S REASONING FOR ITS ADDITIONAL LANGUAGE?**

1113 A. Ms. Spence-Lenss states that AT&T Illinois' language would inappropriately "give  
1114 AT&T unlimited protection from liability."<sup>51</sup> She goes on to say that Intrado's use  
1115 of the phrase "attributable to AT&T" is intended to address AT&T Illinois' liability  
1116 for "errors caused by gross negligence or willful misconduct."<sup>52</sup>

1117

1118 **Q. WHY DOES AT&T ILLINOIS OBJECT TO BEING HELD LIABLE FOR 911**  
1119 **FAILURES THAT MIGHT BE ATTRIBUTABLE TO AT&T ILLINOIS?**

1120 A. Intrado should not be allowed to hold AT&T Illinois liable for personal injury, death, or  
1121 destruction of property for any system and/or equipment "errors, interruptions, defects,  
1122 failures or malfunctions of 911 service" that result from the normal course of doing  
1123 business – but that is exactly what Intrado's language would require. In addition, such  
1124 damage may very well be the result of actions outside of AT&T Illinois' control, but  
1125 might still be considered by Intrado as "attributable to AT&T." For example, an  
1126 independent contractor could inadvertently cut one or more 911 facilities, there might be  
1127 a software error caused by an AT&T Illinois vendor, or there might be a defect in a  
1128 physical component of AT&T Illinois' 911 network. In these circumstances, peoples'  
1129 lives or property may be at stake. Such rare situations are unfortunate, but Intrado cannot

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<sup>51</sup> Spence-Lenss Direct at 32.

<sup>52</sup> Spence-Lenss Direct at 33.

1130 hold AT&T Illinois responsible for any and all damage resulting from such events.

1131 Furthermore, Intrado's Tariff includes extensive limitation of liability language that

1132 would protect Intrado in such circumstances.<sup>53</sup>

1133

1134 **Q. WHY ARE SUCH LIMITS ON LIABILITY FOR 911 SERVICE APPROPRIATE?**

1135 A. Broad limits on liability for 911 service are not only appropriate, they are critical and

1136 essential to allow carriers to provide 911 service at all. Without the protection of a broad

1137 limitation of liability, the cost and risk of providing 911 service would be prohibitive, and

1138 no carrier would reasonably be able (or willing) to provide 911 service without an

1139 exponential rate increase, and perhaps not even then. There is no reason to deny AT&T

1140 Illinois the liability protection it requires, especially when Intrado is fully able to protect

1141 itself through its tariffs, and in fact already does so in other states and is expected to do so

1142 in Illinois as well.

1143

1144 **ISSUE 31: WHAT IS THE APPROPRIATE ROUNDING INCREMENT FOR**  
1145 **RECIPROCAL COMPENSATION USAGE – TO THE NEXT MINUTE**  
1146 **OR THE NEXT SIX-SECOND INTERVAL? (Pricing Section 2.2, IC**  
1147 **Section 14.4)**  
1148

1149 **Q. WHAT IS THE APPROPRIATE ROUNDING INCREMENT FOR RECIPROCAL**

1150 **COMPENSATION?**

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<sup>53</sup> See Intrado Tariff, Section 2.9.6. ("The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits '9-1-1' or to any other person affected by the dialing of the digits '9-1-1'".)

1151 A. The appropriate rounding increment for calculation of conversation time is one (1)  
1152 minute, not six (6) seconds as Intrado proposes. Similar language appears in both Pricing  
1153 Section 2.2 and IC Section 14.4:

1154 For purposes of reciprocal compensation only, measurement of  
1155 minutes of use over Local Interconnection Trunk Groups shall  
1156 be in actual conversation seconds. The total conversation  
1157 seconds over each individual Local Interconnection Trunk  
1158 Group will be totaled for the entire monthly bill and then  
1159 rounded *based on six (6) second intervals* to the next whole  
1160 minute.

1161 The parties agree that reciprocal compensation is calculated based on actual conversation  
1162 seconds, as opposed to including non-conversation time (which is how switched access  
1163 usage is calculated). Thus, there is no reciprocal compensation charge for calls not  
1164 completed. The parties also agree that usage is calculated on a trunk group basis.

1165 Rounding usage to the next whole minute is standard industry practice for carrier billing.  
1166 For example, AT&T Illinois' switched access tariff provides:

1167 [A]ccess minutes or fractions thereof, the exact value of the  
1168 fraction being a function of the switch technology where the  
1169 measurement is made, are accumulated over the billing period  
1170 for each end office, and are then rounded up to the nearest  
1171 access minute for each end office.<sup>54</sup>

1172

1173 **Q. WHAT IS THE POTENTIAL FINANCIAL IMPACT TO INTRADO IF**  
1174 **RECIPROCAL COMPENSATION USAGE IS ROUNDED TO THE NEXT**  
1175 **MINUTE?**

1176 A. The financial impact to Intrado would be quite minimal. Usage is accumulated on each  
1177 trunk group for a month, and then rounded up before being billed at the agreed-upon

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<sup>54</sup> Ameritech Tariff FCC No. 2, Section 6.8.8 (Schedule PHP-8).

reciprocal compensation rate of \$0.0007 per minute. So, hypothetically, if Intrado had 100 trunk groups delivering Section 251(b)(5) usage to AT&T Illinois, and all were rounded up by a full minute (which would never happen), that would equate to *7 cents per month* for all 100 trunk groups together – or 84 cents per year. Even if Intrado had 1000 trunk groups to AT&T Illinois, that is still only \$8.40 per year. It is not even worth the arithmetic to be more accurate by backing out the fraction of a minute Intrado would pay based on 6 second rounding. Furthermore, AT&T Illinois would be delivering some amount of Section 251(b)(5) traffic to Intrado, which would likely offset the few additional pennies per year Intrado would be charged. In fact, Intrado would be the net beneficiary if AT&T Illinois delivered more traffic to Intrado than vice versa.

**Q. IF INTRADO’S LANGUAGE WERE ACCEPTED, COULD AT&T ILLINOIS BILL INTRADO USING ONE ROUNDING METHODOLOGY, AND ALL THE OTHER CARRIERS USING THE EXISTING ROUNDING METHODOLOGY?**

A. I am not a billing expert, but I don’t know how that would be possible without potentially significant modifications to the current billing system. AT&T Illinois uses one system to bill reciprocal compensation usage, and that system is set to round the monthly usage for each trunk group to the next full minute. If Intrado wants a non-standard billing arrangement, it should submit a bona fide request (“BFR”) for AT&T Illinois to formally assess feasibility, time to implement (if feasible), and costs (which Intrado would bear).

**Q. MS. SPENCE-LENSS ASSERTS THAT “MANY CARRIER-TO-CARRIER AGREEMENTS AND CARRIER TARIFFS UTILIZE SIX SECOND**

1201 **INCREMENTS.” (SPENCE-LENSS DIRECT AT 32). DOES SHE PROVIDE ANY**  
1202 **SUPPORT FOR THIS?**

1203 A. No. Ms. Spence-Lenss provides no documentation, let alone identification of carriers, to  
1204 support her assertion that any carrier-to-carrier agreements have this provision, much less  
1205 that “many” do. And it is unclear what “Intrado experience” with carrier-to-carrier  
1206 agreements for Section 251(b)(5) traffic she is referencing. Furthermore, all ILECs’  
1207 Section 251/252 ICAs are public documents and readily available on many state  
1208 websites. She does attach two tariffs that discuss six second increment billing (one of  
1209 which includes a grandfathered service not available to new customers since early 2004),  
1210 but these are retail tariffs – not the carrier-to-carrier relationship that is presented in this  
1211 issue.

1212

1213 **Q. WHAT IS YOUR RECOMMENDATION ON THIS ISSUE?**

1214 A. AT&T Illinois’ industry standard practice of rounding reciprocal compensation usage to  
1215 the next whole minute, which is in effect with other carriers in Illinois (and other AT&T  
1216 states), should be adopted.

1217

1218 **ISSUE 32: WHAT IS THE APPROPRIATE ROUNDING INCREMENT FOR**  
1219 **AIRLINE MILEAGE – TO THE NEXT MILE OR THE NEXT ONE-**  
1220 **FIFTH OF A MILE? (Pricing Section 2.3)**

1221

1222 **Q. WHERE RATES ARE DISTANCE SENSITIVE, WHAT IS THE PROPER**  
1223 **INCREMENT FOR ROUNDING?**

1224 A. The language in dispute regarding mileage rounding is reflected in Pricing Section 2.3:



1225 When the calculation results in a fraction of a mile, **AT&T**  
1226 **ILLINOIS** will round up to the next *one-fifth (1/5)* **whole** mile  
1227 before determining the mileage and applying rates.

1228 The proper increment for rounding distance sensitive rates is one mile, which is standard  
1229 in the industry for carrier interconnection. The industry standard for mileage rounding is  
1230 stated in the Alliance for Telecommunication Industry Solution's ("ATIS") Multiple  
1231 Exchange Carrier Access Billing ("MECAB") Guidelines, ATIS – 0401004-0009.  
1232 Section 3.4 states as follows:

1233 **3.4 Transport or Mileage Charge Calculations**  
1234 The appropriate method for calculation of MPB for the  
1235 distance sensitive portion of Local Transport (direct-trunk and  
1236 tandem-switched), Channel Mileage (e.g. Special Transport), is  
1237 as follows:

1238 1. The Vertical and Horizontal (V&H) coordinates (filed in  
1239 NECA Tariff FCC No. 4) are used to calculate the airline  
1240 distance between two wire centers. *Fractional mileage is*  
1241 *rounded to the next whole number.* (emphasis added)  
1242

1243 AT&T Illinois' switched access tariff, which is consistent with NENA guidelines,  
1244 provides:

1245 To determine the rate to be billed, first compute the mileage  
1246 using the V&H coordinates method. *If the calculation results*  
1247 *in a fraction of a mile, always round up to the next whole*  
1248 *mile.*<sup>55</sup>

1249 AT&T Illinois' special access tariff provides similar language:

1250 The Vertical and Horizontal (V&H) coordinates method is used  
1251 to determine mileage. This method is set forth in the National  
1252 Exchange Carrier Association Tariff F.C.C. No. 4. *When the*  
1253 *calculation results in a fraction of a mile, always round up to*  
1254 *the next whole mile before applying the rate.*<sup>56</sup>

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<sup>55</sup> Ameritech Tariff FCC No. 2, Section 6.8.13 (emphasis added) (Schedule PHP-8).

<sup>56</sup> Ameritech Tariff FCC No. 2, Section 7.4.7 (emphasis added) (Schedule PHP-8).

1255 Intrado's proposed language to round mileage to the next one-fifth mile is inconsistent  
1256 with the industry standard and should be rejected. AT&T Illinois' mileage rounding  
1257 increment of one mile should be adopted.

1258

1259 **Q. DOES AT&T ILLINOIS PROPOSE ANY RATES THAT ARE DISTANCE**  
1260 **SENSITIVE SUCH THAT PRICING SECTION 2.3 WOULD APPLY?**

1261 A. While none of the 911-related rates are distance sensitive, certain UNE rates are distance  
1262 sensitive (*e.g.*, dedicated transport). I find it curious that Ms. Spence-Lenss claims that  
1263 Intrado does not know what services to which a mileage charge would apply,<sup>57</sup> given that  
1264 the parties have agreed to AT&T Illinois' Pricing Schedule that reflects per mile charges.

1265

1266 **Q. IF INTRADO'S LANGUAGE WERE ACCEPTED, COULD AT&T ILLINOIS**  
1267 **BILL INTRADO USING ONE ROUNDING METHODOLOGY FOR AIRLINE**  
1268 **MILEAGE, AND BILL ALL THE OTHER CARRIERS USING THE EXISTING**  
1269 **ROUNDING METHODOLOGY?**

1270 A. I don't believe so without potentially significant modifications to the current billing  
1271 system. It is my understanding that AT&T Illinois' billing system utilizes algorithms that  
1272 calculate mileage based on the vertical and horizontal ("V&H") coordinates of the  
1273 relevant end points of the component being measured. These algorithms apply  
1274 universally to all interconnected carriers. If Intrado wants a non-standard billing

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<sup>57</sup> Spence-Lenss Direct at 33.

1275 arrangement, it should submit a BFR for AT&T Illinois to formally assess feasibility,  
1276 time to implement (if feasible), and costs (which Intrado would bear).

1277

1278 **Q. DOES MS. SPENCE-LENSS OFFER ANY SUPPORT FOR HER POSITION?**

1279 A. None whatsoever. She does not even attempt to argue that there is an industry practice  
1280 different than the one followed by AT&T Illinois.

1281

1282 **ISSUE 33: IN THE EVENT INTRADO ORDERS (AND AT&T**  
1283 **INADVERTENTLY PROVIDES) A SERVICE THAT IS NOT IN THE**  
1284 **ICA:**

1285

1286 **a) IS AT&T REQUIRED TO PROPOSE RATES PURSUANT TO**  
1287 **SECTIONS 251/252, OR MAY AT&T CHARGE INTRADO ITS**  
1288 **EXISTING GENERIC ICA CHARGES?**

1289

1290 **b) SHOULD AT&T BE PERMITTED TO REJECT FUTURE**  
1291 **ORDERS UNTIL THE ICA IS AMENDED TO INCLUDE THE**  
1292 **SERVICE? (Pricing Sections 1.9.1, 1.9.2)**

1293

1294 **Q. WHAT IS THE DISPUTE REFLECTED IN PRICING SECTIONS 1.9.1 AND**  
1295 **1.9.2?**

1296 A. For context, in Pricing Section 1.9, the parties have agreed that AT&T Illinois' obligation  
1297 to provide products and services to Intrado is limited to those for which rates, terms, and  
1298 conditions are contained in the ICA. The parties also agreed in Section 1.9 that to the  
1299 extent Intrado ordered a product or service not contained in the ICA, AT&T Illinois  
1300 would reject that order. If the order was for a UNE, Intrado could submit a Bona Fide  
1301 Request ("BFR") in accordance with Appendix UNE's BFR provisions. If the order was  
1302 for a product or service still available in AT&T Illinois' access tariff, Intrado could seek  
1303 to amend the ICA to incorporate relevant rates, terms, and conditions.

Pricing Sections 1.9.1 and 1.9.2 address what happens in the unlikely event that Intrado orders a product or service not contained in the ICA, and AT&T Illinois inadvertently provisions it nonetheless. The language in Sections 1.9.1 and 1.9.2 is as follows:

1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in **AT&T Illinois'** applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then *AT&T ILLINOIS shall propose rates pursuant to the process required in Sections 251 and 252 of the Act* **CLEC shall pay for the Product or Service at AT&T ILLINOIS' current generic contract rate for the Product or Service set forth in AT&T ILLINOIS' applicable state-specific generic pricing schedule as published on AT&T ILLINOIS' CLEC website; or**

**1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and AT&T ILLINOIS may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.**

AT&T Illinois' language in Section 1.9.1 is non-discriminatory and commercially reasonable because it provides that Intrado will pay the standard generic rate that a CLEC would pay for that same product or service (provided there is no access tariff rate). Intrado's language requiring AT&T Illinois to *propose* rates pursuant to Sections 251/252 of the Act should be rejected. It is important to keep in mind in this example that Intrado has ordered, and AT&T Illinois has inadvertently provisioned, a product or service that is available to CLECs but is not in Intrado's ICA. AT&T Illinois should not have to go through the process of proposing rates when it already has rates established.

1336

1337 AT&T Illinois' language in Section 1.9.2 also provides that AT&T Illinois may reject  
1338 other orders for the same product or service until rates, terms, and conditions are  
1339 incorporated into the ICA. AT&T Illinois should not be expected or required to continue  
1340 providing service outside the ICA simply because it did so once. Ms. Spence-Lenss  
1341 states that Intrado would expect the parties to amend the ICA to include such a service,<sup>58</sup>  
1342 so it is unclear why Intrado objects to language permitting AT&T Illinois to reject  
1343 subsequent orders until the ICA was amended. Therefore, AT&T Illinois' position  
1344 should be adopted.

1345

1346 **Q. WHAT DOES MS. SPENCE-LENSS OFFER IN SUPPORT OF INTRADO'S**  
1347 **POSITION?**

1348 A. Ms. Spence-Lenss first states that "interconnection-related charges" must be based on  
1349 Section 252 pricing.<sup>59</sup> I do not know what interconnection-related services Intrado might  
1350 order that would be contained only in the generic ICA and not in AT&T Illinois' tariff.  
1351 Intrado's concerns that AT&T Illinois would arbitrarily change the rates on its CLEC  
1352 website are unfounded.

1353

1354 With respect to non-Section 252(d) pricing, Ms. Spence-Lenss indicates that Intrado  
1355 would accept the generic rates provided it knew of them. AT&T Illinois' generic rates

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<sup>58</sup> Spence-Lenss Direct at 33.

<sup>59</sup> Spence-Lenss Direct at 33.

are readily available for Intrado to view at any time through AT&T Illinois' CLEC website.

**ISSUE 34: WHEN INTRADO REQUESTS A NON-STANDARD COLLOCATION ARRANGEMENT FOR WHICH RATES, TERMS AND CONDITIONS ARE NOT ESTABLISHED IN APPENDIX PC, SHOULD NON-STANDARD CHARGES APPLY, OR SHOULD AT&T BE REQUIRED TO APPLY THE SAME CHARGES AS FOR "SIMILAR" ARRANGEMENTS PROVIDED TO OTHER CARRIERS? (PC Section 2.22)**

**Q. WHAT ARE NON-STANDARD COLLOCATION REQUESTS?**

A. The parties have agreed in PC Section 2.22 that non-standard collocation requests are "requests from a Collocator that are beyond the terms, conditions, and rates set forth in [the PC] Appendix." Therefore, any collocation request that does not have rates, terms and conditions set forth in the ICA are "non-standard."

**Q. WHAT IS AT&T ILLINOIS' OBJECTION TO INTRADO'S PROPOSED LANGUAGE REGARDING "SIMILAR" COLLOCATION ARRANGEMENTS?**

A. Intrado proposes additional language, to which AT&T Illinois objects, as set forth in bold italics below:

**Non-Standard Collocation Request (NSCR) – AT&T-ILLINOIS may seek to impose non-standard charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Appendix; *provided, however, that NSCR charges shall not apply to CLEC requests for collocation or interconnection for which AT&T-ILLINOIS has existing similar arrangements with other communications service providers. The charges for such similar existing arrangements requested by CLEC shall be in parity with***

1387                    ***AT&T-ILLINOIS charges for existing similar***  
1388                    ***arrangements***

1389                    Intrado should be required to pay for non-standard collocation arrangements (*i.e.*, beyond  
1390                    the terms and conditions set forth in the ICA) based on Intrado's specific collocation  
1391                    arrangement. The term "similar" is sufficiently vague in the context of physical  
1392                    collocation requests as to be fraught with potential for dispute. While another carrier  
1393                    might have what Intrado would characterize as an arrangement "similar" to what Intrado  
1394                    requests, such arrangement may actually be quite different and may impose on AT&T  
1395                    Illinois different provisioning costs. Furthermore, another carrier's collocation  
1396                    arrangement may have been engineered and provisioned several years prior to Intrado's  
1397                    request, making any associated pricing obsolete and inappropriate for application to  
1398                    Intrado. If Intrado objects to AT&T Illinois' non-standard collocations charges because  
1399                    it believes them to be discriminatory, it may invoke dispute resolution pursuant to the  
1400                    ICA. Individual case basis ("ICB") pricing is appropriate for any non-standard  
1401                    collocation arrangement; therefore, Intrado's proposed language should be rejected.<sup>60</sup>

1402                    **AT&T ISSUE 35: SHOULD INTRADO PROVIDE EMERGENCY SERVICES TO**  
1403                    **AT&T AT PARITY WITH INTRADO'S "END USERS" OR**  
1404                    **INTRADO'S "CUSTOMERS"? (911 Section 5.1)**  
1405  
1406

1407                    **Q. WHAT IS THE PARTIES' DISPUTE REGARDING 911 SECTION 5.1?**

1408                    A. This issue concerns the parties' disagreement over whether to use the term "customers"  
1409                    or "End Users" in Appendix 911 Section 5.1, which provides:

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<sup>60</sup> It is unclear why Intrado also included requests for interconnection in its proposed language in PC Section 2.22. Only physical collocation may be requested pursuant to Appendix Physical Collocation. Interconnection must be requested pursuant to the 911, 911 NIM, NIM, and/or ITR appendices or via AT&T Illinois' tariffs.

1410 CLEC shall provide and maintain such equipment at the  
1411 CLEC E911 Selective Router and the DBMS as is  
1412 necessary to provide to **AT&T-STATE** E911 Emergency  
1413 Services at parity with that of CLEC's customers *End*  
1414 *Users*.

1415 Intrado's proposed use of the term "End Users" is too narrow and does not adequately  
1416 reflect the customers to which Intrado is attempting to provide service. Intrado may  
1417 provide wholesale and/or retail service to other carriers, but carriers are not End Users  
1418 and End Users are not carriers. Using the term "customers" in this section ensures that  
1419 Intrado will not provide preferential treatment to its carrier customers.  
1420

1421 **AT&T ISSUE 36: IS 911/E911 TRAFFIC ROUTED BETWEEN AT&T's END**  
1422 **USERS AND INTRADO'S "END USERS" OR INTRADO'S "911**  
1423 **CUSTOMERS"? (911 NIM Section 1.1)**  
1424

1425 **Q. WHAT IS THE PARTIES' DISPUTE WITH RESPECT TO 911 NIM SECTION**  
1426 **1.1?**

1427 **A.** This dispute concerns Appendix 911 NIM Section 1.1, which provides:

1428 . . . This Appendix describes the physical architecture for  
1429 Interconnection of the Parties' facilities and equipment for the  
1430 transmission and routing of 911/E911 traffic between **AT&T-**  
1431 **STATE's** End Users and CLEC *End Users* **911 Customers**.

1432  
1433 Intrado's 911 customers are not End Users – they are the governmental units that operate  
1434 PSAPs. They will use inputs provided by Intrado to provide 911 emergency services to  
1435 their constituents. Thus, AT&T Illinois' proposed language is more appropriate. Further,  
1436 because the defined term "911 Customers" more accurately describes Intrado's PSAP  
1437 customers, the term should be used consistently throughout the interconnection  
1438 agreement where necessary.



1439

1440   **Q.     DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

1441   **A.       Yes.**